

REQUEST FOR PROPOSALS

RFP NO. 512-8432

TWO YEAR CONTRACT FOR MINUTES SECRETARY RECORDING SERVICES

ISSUED FOR VARIOUS CITY DEPARTMENT/DIVISION ADVISORY BOARDS

Issued by the Administrative Services Department  
- Purchasing Division  
City of Fort Lauderdale, Florida

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FEBRUARY 15, 2001

RFP8432

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**PART I – RFP SCHEDULE**

<b>Release of the Request for Proposal</b>	<b>02/15/01</b>
<b>Last Date for Receipt of Questions of a Material Nature</b>	<b>02/26/01 5:00 PM</b>
<b>Addendum, if necessary</b>	<b>02/28/01</b>
<b>RFP Opening Date</b>	<b>03/14/01, 2:00 PM</b>
<b>Evaluation Committee Meeting and Preliminary Review of Proposals received - possible set-up of scheduled “Sample” Meeting(s) Purchasing Conference Room, 6<sup>th</sup> Floor</b>	<b>03/14/01, 3:00 PM</b>
<b>Evaluation Committee Meeting and Short Listing of Proposers – Scheduled “Sample” Meeting(s) minutes Review</b>	<b>Anticipated Week 03/26/01</b>
<b>Evaluation Committee Meeting - Orals/clarifications with Short listed proposers, if necessary or Final Ranking and Recommendation for award(s)</b>	<b>Anticipated week 04/02/01</b>
<b>Anticipated City Commission Approval (if required)</b>	<b>05/01/01</b>
<b>Anticipated Contract Start Date:</b>	<b>5/07/01</b>

**PART II - GENERAL INFORMATION AND SPECIAL CONDITIONS**

**1. PURPOSE AND INTENT:** The City of Fort Lauderdale, Florida, is requesting proposals for minutes secretary recording services. This service is required for a variety of department/divisions for City Advisory Boards, not currently covered under the City's existing Minutes Secretary Contract. These minutes secretary recording services are necessary to provide an accurate record of each meeting for the purpose of an official record. Services may be required by any, some, or all of the Advisory Boards contained in the Scope of Services Listing. The minutes secretarial services for various City Boards and special meetings, include attendance at a variety of regularly scheduled evening meetings, but will not normally require verbatim transcripts. **These services are not generally requested to be verbatim transcripts. They are primarily considered "action" and "summary" minutes.**

- 1.1.** The transcription services for these meetings shall be based on submittal of an e-mailed, and/or electronic media draft, and City receipt of a final approved typewritten, e-mailed, and/or electronic media summary minutes. The content and format of these minutes shall be based on specific guidelines for content information/per meeting. These minutes secretarial services require an assigned person(s) who can attend meetings on a regular basis, who can develop familiarity with the Boards, topics, and the reporting style must be consistent. If Proposers are capable of providing these services, you may submit proposals for all or part of the Board requirements contained in the RFP. **All drafts and final minutes shall be provided to the City in MSWORD format, version 6.0 or higher, unless a pre-approved alternative format is approved by the City.** Any award(s) resulting from this RFP for these services shall be administered by the respective using department(s).

- 1.2.** Due to the number of Boards and the complexity of some requirements, it is anticipated that it may be necessary to make multiple awards, or primary and secondary awards, as the City may determine to be in its best interests.

**2. ADDITIONAL INFORMATION:** For additional information regarding this RFP, contact Linda Wilson, Procurement Specialist II, at (954) 761- 5933. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

**2.1. Last Date for Questions of a Material Nature:** The last date for receipt of material questions of a material nature is as shown in the RFP Schedule. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576 or by e-mail to: lindaw@ci.ftlaud.fl.us. **Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.**

**Proposers please note:** No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Proposers contained in this RFP.

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3. **BIDDER QUALIFICATIONS:** All Proposers shall provide both current client references, including other governmental agencies for whom these services are being provided, and recent past clients. **Sample “Minutes” from other government Board meetings, and other documentation that reflects your ability and qualifications to perform these services, are required to be submitted with your RFP response.**

Firms or individuals must be available upon short notice, be dependable, prompt, accurate, have the capacity to meet the City’s schedule requirements promptly and in accordance with stated turn-around times specified within the RFP, and uphold the confidentiality of the City.

4. **TERM OF CONTRACT:** The **initial contract term shall be for two (2) years from the date of City award.** The City reserves the right to extend the contract for one (1) or two (2) year additional periods providing (a) both parties to the contract agree to the extension; (b) all the terms, conditions, and specifications remain the same; (c) such extension is approved by the City.

**4.1. CONTRACT COST ADJUSTMENTS:** The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor, and shall not exceed five percent (5%) or the CPI, whichever is lower. The yearly increase or decrease in the CPI shall be that latest Index published and available for the period ending 120 days prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior. **Any requested cost adjustment shall be submitted to the City at least NINETY (90) days prior to the contract anniversary date.** Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract services upon giving thirty (30) days notice to the Contractor.

### **5. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:**

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement, and further agrees that the City may, at any time, secure similar or identical services at its sole option.

This contract is for services provided to various City Departments. The Contractor agrees to take on additional services, as may be requested during the Contract period, unless such work would not be considered reasonable, or if it would become an undue burden to the Contractor.

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### **6. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. **Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If Proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal.** If a proposer is considered for award, he/she may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

#### **6.1. Certification by Broward County, Florida:**

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said **awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity.** Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**7. ADDITIONS OR DELETIONS:** The City reserves the right to add to, or to delete, any portion of this contract(s) any time without cause. The City reserves the right to add items of a similar nature, but not specifically listed in the Contract. The Contractor agrees to provide such items, and shall provide the City prices or contractual terms on such additional services based upon a formula or method that is the same as, or similar to that used in establishing the prices or contractual terms in his/her proposal. If the prices, or terms offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to purchase those items or services from other Contractors, or to cancel the contract upon giving thirty (30) days written notice.

**8. INSURANCE REQUIREMENTS:** The Contractor shall provide insurance coverage as follows:

- Workers Compensation as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance.  
**Exceptions: Workers' Compensation Insurance will not be required if the individuals performing the work are a Corporate Officer, sole proprietor, or partner. In such case the firm must provide copies of their waivers as provided for by FS 440.05 & 440.055.**
- Commercial General Liability including Products/Completed Operations and Automobile Liability in the combined single limit of three hundred thousand (\$300,000.00) Dollars per occurrence. The Contractor shall provide to the Purchasing Division original certificates of such coverage prior to engaging in any activities under this contract.

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**Such certificate shall list the City as an “additional insured” and shall have no less than thirty (30) days notice of cancellation.** No work can be started until the certificate is submitted and approved by the City's Risk Manager.

**9. SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

**10. INDEPENDENT CONTRACTOR:** The contractor shall perform all duties as an independent contractor and not as a City employee. Neither the contractor nor any agent or employee of the contractor shall be deemed an employee of the City. The contractor shall be responsible for all required employment related taxes required by law and shall provide workers compensation in the amount required by law. Contractor shall be solely responsible for the acts of his employees and agents.

**11. SUBCONTRACTING:** The Contractor must be capable of professionally and competently performing the services as contained in the RFP specifications. If the proposer intends to use a subcontractor in the performance of these services, proposer shall submit complete information on proposed sub-contractor, work samples and client references, as a part of the RFP response.

The same qualifications requirements, and all other terms and conditions of the RFP shall also apply to the subcontractor. The City reserves the right to approve of any subcontractor proposed. Contractor shall be held fully responsible for the subcontractors actions.

**12. SUBSTITUTION OF PERSONNEL:** In the event the Contractor wishes to substitute trained, qualified, personnel for those listed in the proposal, the City shall receive prior notification and have the right to review, test and approve such substitutions, if required. If the City has reasonable evidence to believe that an employee of the Contractor is incompetent, or has performed his or her employment in an objectionable manner, the City shall have the right to require the Contractor to resolve the situation to the City's satisfaction; provided, however, that the Contractor shall not be required to institute or pursue to completion any action if to do so would violate any law, state statute, city ordinance, contract of employment, or union agreement.

**13. EXPENSES:** Travel expenses or costs relating to the performance of the contract will be entirely borne by the contractor, if required duties take place in Broward County. If the contractor is required to travel outside Broward County, reimbursement shall be at the mileage/per diem rates currently in effect for City employees.

**14. YEARLY EXPENDITURES:** There is no accurate way to estimate what the City will spend annually for minutes secretarial reporting services. It is estimated that the City of Fort Lauderdale will spend less than \$25,000.00 per year for these services; however, the City makes no guarantees on the amount of service that will be required over the period of the contract.

**14.1. Schedule of Services:** City Advisory Board meetings are scheduled by the City Clerk. A tentative schedule(s) of these potential Board Meetings is included as Exhibit “B” to this RFP.

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**15. REFERENCES/WORK SAMPLES:** Proposers are requested to furnish the names and phone numbers of at least three references for the service requested in the RFP. Client references must be specifically related to the services proposed, and must be current clients for whom these services have been provided. The references, work samples, and professional credentials shall provide the City with an accurate depiction of the Proposer's ability, and attest to the current quality of their performance. Work should have been performed for these references within the last year, and preferably within the most current six months.

**16. CONTRACTOR PERFORMANCE TRIAL PERIOD:** The successful Contractor(s) will be evaluated during an initial 30, 60, or 90 day trial Contract performance period, at the City's option. During this time, the successful Contractor will be rated on the following factors: quality of product provided, quality of service performed, timeliness of service performed, and responsiveness to the City's needs.

The City's designated Department/Division liaison, from the respective Department/Division for each Advisory Board, shall provide a performance evaluation, prior to the end of this test period. If the Contractor's performance is determined to be dissatisfactory, at any time during the trial period, the City reserves the right to terminate the trial Contract in writing, and the City shall issue an award for trial performance to the next ranked proposer, subject to the same Performance Evaluation terms and conditions, and so on, until a satisfactory Contractor is determined.

If the Contractor successfully completes the trial evaluation, the initial two (2) year Contract period shall commence at the end of the trial period, following City award.

**17. LOBBYING ACTIVITIES:** Any Proposer submitting a response to this solicitation must comply, if applicable, with the City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance C-00-27 may be obtained from the City Clerk's office on the 7<sup>th</sup> Floor of City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index/htm>

**18. VARIANCES:** While the City allows Contractors to take variance to the RFP terms, conditions and specifications, the material nature, number and extent of variances taken will be considered in determining proposal responsiveness, and in the award of proposal points.

See SECTION 1.06 of General Conditions.

**19. RFP DOCUMENTS:** The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under this contract.

**20. PROPOSERS' COSTS:** The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**21. RULES and PROPOSALS:** The signer of the proposal must declare that only person(s), company or parties interested in the proposal as principals are named therein: that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.



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**22. Year 2000 Compliance:** All software must be Year 2000 compliant. Year 2000 compliant means that the software is capable of recording and maintaining all dates in a format which includes a four (4) digit year representing century and year, and which will allow all valid year data values within the four (4) digits. In addition, software shall be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with these services being acquired, properly exchanges date/time data with it, if applicable.

### **23. RECORDS, AUDITS**

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

**24. GENERAL CONDITIONS:** RFP General Conditions **Form G-107 Rev. 11/98** (GC) are included and made part of this RFP as **Exhibit A**.

## PART III – SCOPE OF SERVICES

**1. SCOPE OF SERVICES:** The City **requires minutes secretarial reporting services for various City Advisory Boards.** These services are critical to the operation of the responsible Departments/Divisions. The successful Contractor must have the ability and capacity to meet the City's demand for these services, as needed. Availability, timeliness, turnaround time, and quality of work are mandatory. All services provided under this contract, except for those which are overnight or emergency services, shall be a flat fee/per service requirement, F.O.B. City of Fort Lauderdale, including travel time to and from the scheduled meeting, and all work products as outlined in the RFP.

- 1.1. Contractor shall provide qualified personnel for appearances at various advisory board meetings, as required. It is very desirable that the same primary Contractor personnel be assigned to a specific Advisory Board, and that a back-up person be properly trained in the event of unavailability of the primary person. Generally, verbatim minutes or transcripts are not required. However, there are some meetings where both taped and verbatim records are required. Minutes recordings are normally summary and action minutes. The Contractor shall provide the City with emergency telephone numbers for contacts before and after regular business hours.
- 1.2. **Minutes for most meetings shall be provided to the City in an e-mailable electronic document (MSWORD preferred), and in electronic media (3.5 disk or CD-Rom), if required.**
- 1.3. **Contractor should have the capacity to provide computer aided transcription; key word indexing; and mini-transcripts, if requested.**

**2. INVOICES: Billings for all services** must state the name of Advisory Board, date of service, name of the City's Advisory Board liaison who ordered the services, and time spent (i.e. 9:00 am – 9:30 am) in attendance. Transcript charges, when applicable, shall indicate the number of pages, and the per page contract price as well as the number of Exhibits and the cost/per page, if applicable.

**3. General Requirements:** The minutes secretarial reporting services generally require "action" and/or "summary" minutes recordings of Advisory Board meetings. Summary minutes focus on the discussion highlights, Motions, task assignments and action requests. The services are required by a variety of departments throughout the City, and it is very important that an accurate record of the meeting content and attendees is maintained. The meetings are for City Advisory Boards not currently under a City contract. Most of these meetings are held late afternoon, or evenings, as outlined in the list that follows. **The City places a high degree of importance on continuity of the same recorder at the respective meetings, due to the necessity to understand the process, the format of the meeting and minutes, and familiarity with those in attendance, including the Board Members, staff representatives, and the persons in attendance from the public and other government agencies. At this time, many of the Advisory Board meetings are attended by City staff, and the minutes are transcribed by City staff.** It is the City's desire to contract out these services for as many of these Boards as is possible, to insure accuracy, quality of service, and at a reasonable cost to the City. The time periods of each meeting shown below is estimated.

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The meetings may run longer, and attendance is required for the duration of the meeting.

There may be additional “special meetings” of any of the Advisory Boards, as required. Due to holidays or lack of business, Board meetings may be rescheduled at the discretion of the Board Chair. Contractor will be expected to service these needs, as they arise.

Unless otherwise noted, all meetings not specifically reflecting another address, are held at City Hall, 100 N. Andrews Avenue.

- **Beach Redevelopment Advisory Board**      **3<sup>rd</sup> Monday each month,  
3:00– 5:00PM**
- **Marine Advisory Board**      **1<sup>st</sup> Thurs. each mo. – 7:00 –9:00 PM**
  
- **Budget Advisory Board**      **2<sup>nd</sup> Thursday, 5:30 – 7:30PM (est.)**
- **Cemeteries Advisory Board**      **2<sup>nd</sup> Thursday, every other month  
3:00 PM-4:30PM (est.)**
- **Charter Revision Board**      **As needed basis - est. 2 hrs.**
- **Civil Service Board**      **As needed basis – est. 1 hr.**
- **Community Appearance Board**      **2<sup>nd</sup> Weds., 5:30-7:00 PM  
(est. 1-1/2 hrs)  
101 NE 3<sup>rd</sup> Avenue, 1<sup>st</sup> Fl.**
- **Economic Development Advisory Board**      **4<sup>th</sup> Monday, 4:00-5:30 PM  
(est. 1-1/2hrs)**
- **Education Advisory Board**      **3<sup>rd</sup> Thurs. each mo., 6:30-9:00 PM  
Other Special Meetings as may be re-  
quested in advance**
- **Historic Preservation Board**      **2<sup>nd</sup> Monday, 5:00-7:00 PM (est. 2 hrs.)**
  
- **Insurance Advisory Board**      **4<sup>th</sup> Weds., 8:00 –9:00 AM (est. 1 hr.)**
- **Northwest Progresso/Flagler Heights**      **1<sup>st</sup> Weds., 3:30- 6:00PM  
(est. 2-1/2 hrs.)**
- **Nuisance Abatement Board**      **2<sup>nd</sup> Thursday, 7:00-9:00PM  
(est. 2 hrs.)**
- **Planning & Zoning Advisory Board**      **3<sup>rd</sup> Weds. Each mo., 6:30-midnight  
(est)**
- **Unsafe Structures Advisory Board**      **As needed basis (est. 2 hrs.)**

**Note: Most Board activities recess for the Month of August each year.**

### **3.1. Technical Requirements- Minutes Secretary Services:**

Contractor attendance is mandatory at each meeting, and minutes from these meetings require both recorded and short-hand, or some note-taking, format that is acceptable to the City for use in transcription of the respective minutes. Recordings are used for reference by Contractor for para-phrasing essential points of discussion, identification of specific key contributors (persons speaking) to the discussions. **Motions are taken verbatim.**

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Contractor shall have skills, aptitude and abilities to listen and take notes on issues often of a highly technical nature, and then transcribe those notes in a simple, paraphrased format, that accurately represents and preserves the nature and flow of the discussion without having to reproduce cumbersome, verbatim text. Excellent grammatical skills, English comprehension, and vocabulary are basic requirements for any Contractor.

**Contractor shall provide the City with a “draft set” of minutes, both a hard copy and an electronic media disc in a MSWORD 6.1 or higher, format.** Certain City Department liaisons may prefer electronic drafts via e-mail. Contractor shall have this ability, if requested. All “draft” hard copies shall be provided in double spaced format for ease of correction. **MSWORD version 6.1** is the current software for the City. The City shall return the corrected “draft” for a revised electronic and hard copy to be returned to the respective City liaison for preliminary acceptance. Board review and additional corrections may require revisions prior to final acceptance by the City of the minutes of these meetings.

**Turnaround time for “draft minutes” vary from Board to Board. Standard turnaround time will be not more than 5-7 days from the meeting date. Final corrected minutes are required not more than 3 days following City return to the Contractor.**

All final electronic and hard copy meeting minutes must be provided back to the City liaison and in time for distribution to the Board members prior to the next scheduled meeting. The successful Contractor(s) shall only be responsible for a final electronic version and one signed hard copy for the City Board liaison.

**Electronic minutes format are required in MSWORD, unless another pre-approved format is approved by the City.** Exact format, due dates, and meeting schedules shall be set between the Contractor and the City Liaison prior to Contract award.

**The City may award these services to one, or more Contractors, or reject all proposals, if in its determination, it is not in the best interests of the City to make an award based on this RFP solicitation.**

**Sample Minutes from selected Board meetings are provided as APPENDIX A to the RFP document.**

- 3.2. **PRICING:** Proposers are requested to provide a firm, fixed hourly cost, cost per meeting (based on average meeting duration) for each Board Meeting, or a combination of average meeting cost and hourly rate for excess hours. The cost proposed shall include be F.O.B. City of Fort Lauderdale meeting location, all costs for equipment, draft preparation, delivery back-and-forth of all draft, corrected and final versions to the respective City liaisons.

Proposers may submit options for all Board meetings, selected Board meetings, or groups of meetings. The City shall consider all proposals, the ability and capacity of the proposers, experience, client references, work samples provided with the RFP response, and the “Sample” meeting minutes that will be required of the short listed proposers, during the evaluation process.

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- 3.3. **Proposer Submittal Inclusions:** Proposer shall include all resumes, client references, and sample work products for all proposed contract employees, if applicable. Detail shall be provided on back-up personnel, in case of illness, or replacement is necessary, and the process intended for City approval prior to substitution of personnel.

A narrative understanding of the scope of services, your qualifications, training and personnel policies, should also be a part of the information provided with your RFP submittal. Emphasis should be placed on prior government experience, and primarily recent experience for other Advisory Boards.

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### **PART IV – EVALUATION AND AWARD**

**CONSIDERATION FOR AWARD:** Award of the contract(s) will be based on certain objective and subjective considerations. The successful Contractor(s) shall also meet all other qualifications (skills and ability, experience with projects of equal or greater size, references for satisfactory past performances) to be eligible for award of the services, as specified in the RFP.

All responsive and responsible proposals shall be considered in the evaluation process. The City reserves the right to accept any or all proposals, reject parts of proposals, or all proposals in its best interests. The City will consider the following criteria in the evaluation process:

<b><u>EVALUATION CRITERIA</u></b>	<b><u>ASSIGNED POINTS</u></b>
1) Knowledge, Education, Qualifications, and past performance of Contractor and proposed individuals to be assigned to the City's contract . References shall be included in this criteria. Maximum Points Available: 0 - 20 pts.	25
2) The Proposer's understanding of the City's requirements, as presented in a brief narrative statement of understanding addressing all sections of this RFP, and Proposer ability and capacity to service the City's meeting schedule. Maximum Points Available: 0 - 10 pts.	10
3) Demonstrated ability to provide the services in accordance with the City's specifications and to its satisfaction, including the scheduled test process for skill evaluation. Work Samples shall also be included in this criteria. Maximum Points Available: 0-50	50
4) Cost to the City for the meeting services contained in the RFP. Maximum Points Available: 0 – 20 pts.	15

Evaluation shall include the information submitted, client references, work product samples, trial performance results, ability to comply with City's turnaround time requirements and demand frequency, and in accordance with the RFP specifications. Short listed Proposers will be requested to perform a sample assignment(s) in the course of the evaluation process for award. The work product(s) from these sample assignment(s) will be used in making a determination of suitability and establish a level of quality for the requested services, during the trial performance period, and any subsequent contract award period. **If there will be a charge to perform these "sample services" pre-award, Proposer(s) shall specifically state the charge(s), minimum and/or additional related costs, as a part of the RFP response response.**

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### **PART V – INSTRUCTIONS TO PROPOSERS/REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

- All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.
- All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.
- The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.
- PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS NINE (9) COPIES OF THE PROPOSAL PAGES - INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS TEN (10) COPIES OF YOUR PROPOSAL

#### **PROPOSAL PAGES ARE AS FOLLOWS:**

Proposal Pages - Signature Page

Part I Proposal Pages - Financial Proposal

Part II Proposal Pages - Technical Proposal

Part III Questionnaire

Attachments to your Proposal

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**PROPOSAL SUMMARY PAGES**

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this proposal with other proposer(s) and have not colluded with any other proposer(s) or parties to this RFP. I certify that I am authorized to contractually bind the proposing firm.

Proposal submitted by:

Name (printed)\_\_\_\_\_

Title:\_\_\_\_\_

Company Name:\_\_\_\_\_  
(Legal Registered)

Address:\_\_\_\_\_

City\_\_\_\_\_State:\_\_\_\_\_Zip\_\_\_\_\_

Telephone No.\_\_\_\_\_ FAX No. \_\_\_\_\_

E-mail:\_\_\_\_\_

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

If Proposer qualifies as a minority or woman-owned business, please so indicate in the space provided below, and include any Certification to document your eligibility:

MBE:\_\_\_\_\_ WBE:\_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued



## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

### PART 1 - FINANCIAL PROPOSAL – PRICING:

Proposers are requested to provide a firm, fixed price per meeting for all or selected Board meetings. Prices are requested as a “fee per meeting” based on the estimated time/per meeting, and an hourly cost for any time over that average time per meeting. It is understood that overtime will be billed in quarter-hour increments for less than full hours. Unless otherwise noted, all meetings not specifically reflecting another address, are held at City Hall, 100 N. Andrews Avenue.

<u>BOARD MEETING</u>	<u>FIRM FIXED \$/PER MEETING</u>	<u>PER HR COST</u>
• Beach Redevelopment Advisory Board 3 <sup>rd</sup> Monday each month, 3:00– 5:00PM	\$_____	\$_____
• Marine Advisory Board 1 <sup>st</sup> Thurs. each mo. – 7:00 –9:00 PM	\$_____	\$_____
• Budget Advisory Board 2 <sup>nd</sup> Thursday, 5:30 – 7:30PM (est.)	\$_____	\$_____
• Cemeteries Advisory Board 2 <sup>nd</sup> Thursday, every other month 3:00 PM-4:30PM (est.)	\$_____	\$_____
• Charter Revision Board As needed basis - est. 2 hrs.		\$_____
• Civil Service Board As needed basis – est. 1 hr.		\$_____
• Community Appearance Board 2 <sup>nd</sup> Weds., 5:30-7:00 PM (est. 1-1/2 hrs) 101 NE 3 <sup>rd</sup> Avenue, 1 <sup>st</sup> Fl.	\$_____	\$_____
• Economic Development Advisory Board 4 <sup>th</sup> Monday, 4:00-5:30 PM (est. 1-1/2hrs)	\$_____	\$_____
• Education Advisory Board 3 <sup>rd</sup> Thurs. each mo., 6:30-9:00 PM Other Special Meetings as may be requested in advance	\$_____	\$_____

**RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

<b><u>BOARD MEETING</u></b>	<b><u>FIRM FIXED \$/PER MEETING</u></b>	<b><u>PER HR COST</u></b>
• Historic Preservation Board 2 <sup>nd</sup> Monday, 5:00-7:00 PM (est. 2 hrs.)	\$_____	\$_____
• Insurance Advisory Board 4 <sup>th</sup> Weds., 8:00 –9:00 AM (est. 1 hr.)	\$_____	\$_____
• Northwest Progresso/Flagler Heights 1 <sup>st</sup> Weds., 3:30- 6:00PM (est. 2-1/2 hrs.)	\$_____	\$_____
• Nuisance Abatement Board 2 <sup>nd</sup> Thursday, 7:00-9:00PM (est. 2 hrs.)	\$_____	\$_____
• Planning & Zoning Advisory Board 3 <sup>rd</sup> Weds. Each mo., 6:30-midnight (est)	\$_____	\$_____
• Unsafe Structures Advisory Board As needed basis – est. 2 hrs.		\$_____

**Note: Most Board activities recess for the Month of August each year.**

**EVALUATION Test Minutes:**

If there will be a charge to attend and provide, please indicate the total cost to provide for our evaluation.

\$\_\_\_\_\_

Transcript charges, cost/per page, if applicable.

\$\_\_\_\_\_

**Additional Fees/Services:**

Please indicate all other Charges, fees, and services available related to providing these services, if applicable. (i.e. overnight, expedited, electronic media, etc.)

You may provide this information as an appendix to your RFP response, identified by this section and reference.

**Other:** The City of Fort Lauderdale has implemented a Purchasing Card program through SunTrust, using the Visa Network. This manner of ordering, and payment may be used by the City, if applicable, during the contract term. Vendors will receive payment from the card in the same manner as other Visa purchases.

Please indicate your ability to accept Visa in the space provided below:

\_\_\_\_\_ Will accept  
\_\_\_\_\_ Will not accept

**Other Proposer Comments:** \_\_\_\_\_

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

### **PART II - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

I. Understanding of the City's needs and your overall approach to those needs.

II. Ability to meet schedules, provide back-up, equipment, software, and define methodology to be used. Please provide details on all equipment used, software, etc.

III. Are you able to begin Contract Services following award in accordance with the City's RFP schedule?

YES: \_\_\_\_\_ NO: \_\_\_\_\_

If NO, please explain.

**PART III - QUESTIONNAIRE**

**Prior Experience:**

- Number of years experience the proposer has had in providing similar services:

\_\_\_\_\_years

- List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. **A resume or summary of experience and qualifications must accompany your proposal.**
- **List all clients for whom you have provided the same or similar services in the last three years.** Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differ from the one presented in your proposal, please delineate such differences.
- List those **City of Fort Lauderdale agencies with which the proposer has had contracts or agreements** during the past three (3) years:

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

- **Lawsuits (any) pending or completed** involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

Have you provided the required number of copies of the RFP and all attachments?

**PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

8432 Mins Secy

# RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

## **EXHIBIT A** **City of Fort Lauderdale** **GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

### **PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in it's purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB. If you claim a Minority or Women Business status, you are requested to submit a copy of a Broward County Certification as a part of your ITB/RFP response. If you do not currently have a Broward County M/WBE certification and you are recommended for an Award as a result of this ITB/RFP, you will be requested to obtain such certification on award.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

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**Women Business Enterprise (WBE)** a “Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

**Small Business Enterprise (SBE)** “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

**BLACK**, which includes persons having origins in any of the Black racial groups of Africa.

**WHITE**, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

**HISPANIC**, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

**NATIVE AMERICAN**, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

**ASIAN AMERICAN**, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
**INVITATION TO BID (ITB)** when the City is requesting bids from qualified Bidders.  
**REQUEST FOR PROPOSALS (RFP)** when the City is requesting proposals from qualified Proposers.  
**BID** – a price and terms quote received in response to an ITB.  
**PROPOSAL** – a proposal received in response to an RFP.  
**BIDDER** – Person or firm submitting a Bid.  
**PROPOSER** – Person or firm submitting a Proposal.  
**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
**RESPONSIBLE BIDDER** – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
**SELLER** – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
**CONTRACT** – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
**CONSULTANT** – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City. The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.



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- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or

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her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof..

### PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

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- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 11/98

## **Exhibit B – LISTING OF CITY BOARDS/REGULARLY SCHEDULED DATES**

This Exhibit is in a PDF format. If you are unable to open it, please access the following weblink:

[www.cityfort.com/citygov/clerk/boards/htm](http://www.cityfort.com/citygov/clerk/boards/htm)

Twenty-eight appointed boards serve important roles in the City. Most function in an advisory capacity to the City Commission, but some administer city functions, such as those boards who oversee the City Pension Plans, and the Code Enforcement Boards. The following table contains a summary of these boards and the responsibilities of each.

To learn how you may qualify to serve on an advisory board, call the City Clerk's office at (954) 761-5002.

### **AVIATION ADVISORY BOARD**

Purpose: To recommend to the City Commission action necessary for the planning, establishment, development, construction, enlargement, improvement, maintenance, operation, regulation and policing of airports owned, operated and controlled by the City.

### **BEACH REDEVELOPMENT BOARD**

Purpose: Prepare a community redevelopment plan for the Central Beach Redevelopment Area subject to the approval of the City Commission and to recommend actions to be taken by the City Commission to implement the community redevelopment plan.

### **BOARD OF ADJUSTMENT**

Purpose: To receive applications and hear appeals in cases involving zoning regulations and subject to appropriate conditions and safeguards, to make special exceptions to the terms of zoning ordinances of the City.

### **BOARD OF TRUSTEES OF THE GENERAL EMPLOYEES RETIREMENT SYSTEM**

Purpose: To administer the Pension Plan of the City for general employees.

### **BOARD OF TRUSTEES OF THE POLICE & FIREFIGHTERS RETIREMENT SYSTEM**

Purpose: To administer the Pension Plan of the City for Police and Firefighters.

### **BUDGET ADVISORY BOARD**

Purpose: To provide to the City Commission input and recommendations on the upcoming fiscal year budget based on a taxpayer's perspective.

### **CEMETERIES BOARD OF TRUSTEES**

Purpose: To administer the operations of the municipal cemeteries.

### **CHARTER REVISION BOARD**

Purpose: Advising the City Commission on the propriety of the existing charter and, further, to make such suggestions and recommendations to perfect said charter so as to establish a better government of and for the City.

### **CITIZENS' BOARD OF RECOGNITION**

Purpose: To assure proper recognition of outstanding contributions made by local citizens in various areas of endeavor, and to develop criteria for the selection of such individuals, and to study, analyze and present to the City Commission proposals on matters relating to the observance of certain significant historical occasions.

### **CITIZEN REVIEW BOARD**

Purpose: This board shall review all complaints investigated by the internal affairs division of the Police Department. The board's decision shall be advisory only to the City Manager. Citizen Review Board recommendations may include matters relating to non-operational aspects of the Police Department's activities, including but not limited to training, disciplinary and administrative policies and procedures, when such matters come to the board's attention in connection with the board's review of a particular Internal Affairs investigation.

### **CIVIL SERVICE BOARD**

Purpose: To advise City Manager and City Commission on personnel matters; to hear appeal of employees who may be aggrieved by decisions of their superiors.

### **CODE ENFORCEMENT BOARD**

Purpose: To promote, protect and improve the health, safety and welfare of the Citizens of Fort Lauderdale by providing an equitable, expeditious, effective and inexpensive method of enforcing the technical laws and codes of the city.

### **COMMUNITY APPEARANCE BOARD**

Purpose: Promotion of community aesthetic standards of excellence for outstanding examples of new buildings and improvements made to existing buildings.

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

### **COMMUNITY SERVICES BOARD**

Purpose: Review community development block grant related activities; review social service, cultural, promotional allocations; seek and develop innovative funding sources such as foundations, grants, ect.; and provide recommendations to the City Commission.

### **DOWNTOWN DEVELOPMENT AUTHORITY**

Purpose: To revitalize and preserve property values and prevent deterioration in the downtown area by a system of self help. To provide a vehicle whereby property owners, who will benefit directly from the results of such a program, will bear the substantial cost thereof.

### **ECONOMIC DEVELOPMENT BOARD**

Purpose: Provide the City with the benefit of knowledge, experience and business resources of the members in order to further the efforts of the Economic Development Department in business attraction, retention and development; to serve as business ambassadors by promoting the City to the business community throughout the country and the world; to advise the City Commission on specific issues regarding local, national and international business recruitment, retention and expansion.

### **EDUCATION ADVISORY BOARD**

Purpose: The purpose and duties of the Education Advisory Board are to advise the City Commission on issues relating to education matters which will impact the quality of education for City residents, or which will impact education facilities located with the City.

### **HISTORIC PRESERVATION BOARD**

Purpose: The function and responsibility of the Historic Preservation Board.

### **HOUSING AUTHORITY OF FORT LAUDERDALE**

Purpose: To discover, assess, and determine the need for sanitary, clean dwelling accommodations for low-income groups; to make plans for low-income housing; to make rules and regulations pertaining to minimum standards for housing and enforce same.

### **INSURANCE ADVISORY BOARD**

Purpose: Review all aspects of the City's insurance program and needs and make recommendations to the City Commission thereon.

### **LAW ENFORCEMENT BLOCK GRANT ADVISORY BOARD**

Purpose: To make nonbinding recommendations to the City Commission on the use and allocation of block grant funds received by the City.

### **MARINE ADVISORY BOARD**

Purpose: Study and recommend to the City Commission regarding operation, activities, regulations, advertising and publicity of the waterways of the City.

### **NORTHWEST PROGRESSO FLAGLER HEIGHTS REDEVELOPMENT ADVISORY BOARD**

Purpose: To review the Plan for the NPFCRA and recommend any changes to the Plan. To make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Chapter 61-2165, Laws of Florida, and Section 163.330 through 163.450, Florida Statutes in the NPFCRA. To receive input from members of the public interested in redevelopment of the NPFCRA and to report such information to the City Commission.

### **NUISANCE ABATEMENT BOARD**

Purpose: To promote, protect, and improve the health, safety, and welfare of the citizens by imposing administrative fines and other noncriminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing ordinances under circumstances when a pending or repeated violation continues to exist.

### **PARKS, RECREATION AND BEACHES BOARD**

Purpose: To study and advise the City Commission on all matters pertaining to the use, maintenance, acquisition, rules and regulations of the parks and recreation facilities of the city.

### **PERFORMING ARTS CENTER AUTHORITY**

Purpose: The function and responsibility of the Performing Arts Center Authority shall be to perform the duties prescribed by Senate Bill No. 776.

### **PLANNING AND ZONING BOARD**

Purpose: To investigate and study the City plan and growth and recommend to the City Commission thereon.

### **UNSAFE STRUCTURES AND HOUSING APPEALS BOARD**

Purpose: To hold appeal hearings regarding violators of the Minimum Housing Code and condemnation of structures under the South Florida Building Code.

**ATTACHMENTS – SELECTED SAMPLE CITY BOARD MINUTES**

**INDEX OF MINUTES**

**SPECIAL MEETING OF THE PLANNING AND ZONING BOARD**  
**(Continued from December 20, 2000)**

**THURSDAY, JANUARY 11, 2001**

PLACE OF MEETING: City Hall, 8<sup>th</sup> Floor  
City Commission Conference Room  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

TIME OF MEETING: 6:30 P.M.

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<b>1.</b>	<b><u>City of Fort Lauderdale/Office of Community and</u></b>	<b><u>Case #</u></b>	<b><u>Page #</u></b>
	<b><u>Comprehensive Planning</u></b>		<b><u>8-T-00</u></b>

Request: \*Amend the Comprehensive Plan  
Land Use Plan Element to define  
Intensity Standards, revise South RAC text,  
cross reference policies from other elements  
and revise language required for Substantial  
Conformity with Broward Land Use Plan,  
revise City Department names, and provide  
for a second "Employment Center" designation

**ACTION: Amendment #1 - Approval recommended to City Commission (7-0) with**  
**a change to clarify the FAR applies only to "principal use parking**  
**garages"**

**Amendment #2 - Approval recommended to City Commission (5-2)**

**Amendment #3 - Approval recommended to City Commission (7-0)**

**Amendment #4 - Deferred to February 21, 2001 meeting (7-0)**

**Amendment #5 - Approval recommended to City Commission (7-0)**

**Amendment #6 - Approval recommended to City Commission (7-0)**

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<b>2.</b>	<b><u>City of Fort Lauderdale/Office of Community and</u></b>	
	<b><u>Comprehensive Planning</u></b>	<b><u>10-T-00</u></b>

Request: \*Amend the Comprehensive Plan  
to reflect most recently adopted  
City Capital Improvements Program

**ACTION: Approval recommended to City Commission (7-0)**

**3. City of Fort Lauderdale/Office of Community and Comprehensive Planning** **11-T-00**

Request: \*Amend the Comprehensive Plan  
Coastal Management, Conservation,  
Intergovernmental Coordination,  
Sanitation and Sewer Elements

**ACTION: a) Approval Denied (2-5) as to consistency with Comprehensive Plan Policy 1.4.4**  
**b) Approval Denied (1-6) as to consistency with State Law**  
**c) Deferred balance of items to February 21, 2001 meeting (7-0)**

**4. City of Fort Lauderdale/Office of Community and Comprehensive Planning** **12-T-00**

Request: \*Amend ULDR Sec.47-23.9  
Interdistrict Corridor Requirements,  
to designate State Road 84, from the  
east side of US 1 to Interstate 95 as an  
interdistrict corridor, with urban design,  
landscaping and pedestrian pathway  
requirements for properties abutting the  
proposed interdistrict corridor

**ACTION: Deferred to February 21, 2001 meeting (7-0)**

**5. City of Fort Lauderdale/Office of Community and Comprehensive Planning** **13-T-00**

Request: \*Amend ULDR Sec. 47-26A.2,  
City Commission Request for Review,  
**a) to change the scheduling of a motion**  
**for public hearing date**

**b) to allow an option to waive the**  
**call-up provision**

**c) to change the sign posting requirement**  
**period**

**ACTION: a) Approval Denied (1-6)**  
**b) Approval Denied (1-6)**  
**c) Approval recommended to City Commission (7-0)**



## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

\* - On these items, the Planning and Zoning Board will act as the Local Planning Agency (LPA). Recommendation of approval for these items will include a finding of consistency with the City's Comprehensive Plan and the criteria for rezoning (in the case of rezoning requests).

♦ - These items are quasi-judicial. Board members disclose any communication or site visits they have had pursuant to Section 47-1.13 of the ULDR. All persons speaking on a quasi-judicial matter will be sworn in and will be subject to cross examination.

If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.  
If you desire auxiliary services to assist in viewing or hearing the meetings or reading agendas and minutes for the meetings, please contact the City Clerk at (954) 761-5002 two (2) days prior to the meeting, and arrangements will be made to provide these services for you. A turnkey video system is also available for your use during this meeting.

A mechanical recording is made of the foregoing proceedings, of which these minutes are part, and is on file in the Development Services Offices for a period of two (2) years.

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### **CITY OF FORT LAUDERDALE, FLORIDA** **MINUTES OF PLANNING AND ZONING BOARD SPECIAL MEETING**

**THURSDAY, JANUARY 11, 2001**

<b><u>Board Members</u></b>	<b><u>Present</u></b>	<b><u>Cumulative from 9/20/00</u></b>	
		<b><u>(P)</u></b>	<b><u>(A)</u></b>
Gerry Cooper, Chairman	P	5	0
Caroline Wiebe, Vice Chair	P	5	0
Barbara Curtis	P	5	0
Kenneth Hawkins	A	4	1
Emmett McTigue	A	4	1
Tom Tobin	P	5	0
Mark Ketcham	P	5	0
Alan Gabriel	P	4	1
Jim McCulla	P	4	1

Planning Staff: Cecelia Hollar, Construction Services Director  
Sheryl Stolzenberg, Planner III, Office of Community and  
Comprehensive Planning

**Liz Holt, Planner II**

Dan Siff, Planner II

Other City Staff: Karl Shallenberger, Public Services Department

Legal Counsel: Sharon Miller, Assistant City Attorney

Court Reporting Services: Lisa Edmondson, Cyberwrite, Inc.

**NOTE: ALL INDIVIDUALS WHO PRESENT INFORMATION TO THE BOARD  
DURING THESE PROCEEDINGS AFFIRM TO SPEAK ONLY THE TRUTH.**

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

After calling the meeting to order at 6:35 p.m., Chairman Cooper introduced the Board members and the staff members to the audience.

1. **City of Fort Lauderdale/Office of Community  
and Comprehensive Planning**

8-T-00

**Request: \*Amend the Comprehensive Plan**

**Land Use Plan Element to define**

**Intensity Standards, revise South RAC text,  
cross reference policies from other elements  
and revise language required for Substantial  
Conformity with Broward Land Use Plan,  
revise City Department names, and provide  
for a second "Employment Center" designation**

Sheryl Stolzenberg presented and explained each of the amendments to the Board. Case Number 8-T-00 contains six (6) proposed text amendments.

Summary: The first amendment recommends intensity standards for nonresidential land uses. The intensity standards are required by State law as a means of measuring the impact of proposed land use amendments. Local governments are permitted to define the intensity standard based on a measure useful to the local government. The standard recommended for the City of Fort Lauderdale is the Floor Area Ratio (FAR). This issue had previously been presented to the Planning and Zoning Board with a recommendation of a FAR of 4 for all nonresidential land uses. The present recommendation calls for a FAR of 3 for all nonresidential land uses, with the exception of two commercial areas in close proximity to Port Everglades, where the FAR recommendation is for 4. (Those areas include: South of Spangler Boulevard, east of US 1; and South of SE 17 Street, east of SE 15 Terrace). The higher FAR standard for those areas is recommended to support the job-generating activities of the Port. There will be no changes to the Unified Land Development Code for buffering and neighborhood compatibility. This amendment was proposed solely in response to State law and court cases directing enforcement of the State law. Generally, definitions for State laws regarding intensity standards are left up to the local municipalities.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

Discussion continued regarding parking structures, stairwells, FAR calculations, impact on services, occupancy, and building contributions to intensity of use, and commercial intensity. Members of the Planning and Zoning Board were concerned that inclusion of a parking garage attached to a principle structure, as part of the FAR would discourage the construction of parking garages and encourage suburban parking lots. Ms. Hollar suggested an amendment to state that where a parking garage is proposed as a principal use, such as a public parking garage, then it would be counted as any other principal use, as opposed to including the parking garage when part of another free-standing building.

1.1 Mr. Tobin made a motion to approve with the suggested amendment. The motion was seconded by Mr. Ketcham.

ROLL CALL ON MOTION: YES, Gabriel, McCulla, Tobin, Wiebe, Curtis, Ketcham, and Cooper. The motion carried (7-0).

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

Summary: The second amendment called for restoration of a policy, at direction of City Commission. The restoration affects previously numbered policy 15.1, now numbered 14.8. The policy addressed examining the existing CBD boundary to reflect current conditions. However, the CBD language, which doesn't exist any longer, will be replaced by "Downtown RAC." The policy intent is being restored, but no changes to boundaries are recommended. It was noted by the Planning and Zoning Board that the RAC area is bigger than the boundaries under the previous CBD designation. Discussion continued regarding areas east of US 1, compatibility, downtown RAC boundaries, and change in land development standards/objectives.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

1.2 Ms. Curtis made a motion to approve what is referred to as amendment 2 on page 11 of exhibit 1, which currently exists, with a period after "with adjacent neighborhoods," eliminating the words "giving particular consideration to areas east of US 1." The motion was seconded by Mr. Gabriel.

**ROLL CALL ON MOTION: YES, Gabriel, Tobin, Wiebe, Curtis, and Ketcham; NO, McCulla and Cooper. The motion carried (5-2).**

Summary: The third amendment recommended creating a second "employment center" land use designation, consistent with an action taken by the County in amending their land use plan, allowing for a type of mixed land use which includes residential and employment, but is less intense than the existing "employment center" land use. This amendment does not propose any property designation changes to this new "employment center" land use designation, but the designation would be available should someone wish to apply for it.

There was discussion regarding the change from 10-acres or less to 5-acres or less which resulted from a typographical error in transmitting the land use plan from the City to the State. Ms. Stolzenberg explained that the only area of the City that had been affected by the typo was the area around the Executive Airport, which is not included in the "urban infill" area eligible to allow a 10-acre freestanding residential development within "employment center" land use.

**Chairman Cooper opened and then closed public hearing, as there was no public comment.**

1.3 Mr. McCulla made a motion to approve. The motion was seconded by Mr. Gabriel.

ROLL CALL ON MOTION: YES, Tobin, Wiebe, Curtis, Ketcham, Gabriel, McCulla, and Cooper. The motion carried (7-0).

Summary: Amendment 4 proposed amended language and cross-referencing required by the County for the re-certification process when a City has amended its land use plan, which must submit to Broward County after State approval and then either be re-certified or revised per County mandate. Most of the changes are not substantive, but only deal with the order and placement of wording. One of the proposed changes involved regional community facilities being on major traffic corridors, which should include "schools" in the policy. However, there are alternative language changes and cross-referencing with regard to sewers and wastewater exceptions for low-income neighborhoods. It was confirmed that County and City staff have accepted the proposed language in this amendment; however, Chairman Cooper was unable to clarify specifics of the language changes.

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

Chairman Cooper opened public hearing. Ms. Heidi Davis, Gunster, Yoakley, inquired regarding having a complete copy of exhibit 3. Public hearing was then closed.

1.4 Mr. Tobin made a motion to defer this item to the February 2001 meeting. The motion was seconded by Ms. Wiebe. In a voice vote, all voted in favor (passed unanimously).

Summary: Amendment 5 proposed a text amendment negotiated with the County Commission when the South Regional Activity Center land use came forward for certification. There was an agreement that the regional activity center would be done in two phases: the first phase to restrict it to the dwelling unit counts at the time the land use plan amendment was first proposed (461) and then a study would be done to determine the impact of additional dwelling units upon schools. If the study showed the schools could accommodate additional dwelling units, a second phase would be entered into and a maximum of 850 dwelling units would be permitted. Discussion continued regarding existing use compatibility and zoning changes.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

**1.5 Mr. McCulla made a motion to approve. The motion was seconded by Mr. Ketcham. In a voice vote, all voted in favor (passed unanimously).**

Summary: The 6<sup>th</sup> amendment was to update language in references of City departments and divisions to reflect revised titles, which are consistent with the City reorganization.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

1.6 Mr. Gabriel made a motion to approve. The motion was seconded by Mr. Tobin. In a voice vote, all voted in favor (passed unanimously).

### **2. City of Fort Lauderdale/Office of Community and Comprehensive Planning**

**10-T-00**

**Request: \*Amend the Comprehensive Plan to reflect most recently adopted City Capital Improvements Program**

Ms. Stolzenberg made the presentation to the Board, reflecting that the only changes were two dates in the Capital Improvements Element. The majority of changes were to tables in the Support Document to the Capital Improvements Element, which is not adopted as part of the Plan but is submitted to the State to document the basis for policies in the Capital Improvements Element. Ms. Stolzenberg explained that the Capital Improvements Element is required by Chapter 163, Florida Statutes to be consistent with the local government Capital Improvements Program (CIP), so the Element has to be revised when the City revises its CIP. Mr. Shallenberger advised that the CIP program had already been approved by the City Commission; however, State law requires consistency between the CIP and the Capital Improvements Element.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

Mr. Gabriel made a motion to approve. The motion was seconded by Mr. Ketcham. In a voice vote, all voted in favor (passed unanimously).

Mr. McCulla requested that the Board be included in the process earlier rather than after the CIP has already been approved.

### 3. City of Fort Lauderdale/Office of Community and Comprehensive Planning

11-T-00

Request: \*Amend the Comprehensive Plan  
Coastal Management, Conservation,  
Intergovernmental Coordination,  
Sanitation and Sewer Elements

Ms. Stolzenberg made the presentation to the Board. This case includes amendments to the text of several elements as required by the staff of the Broward County Planning Council, in order to achieve Substantial Conformity with the County Plan. The amendments to the other plan elements would then be required to be cross-referenced in the City's Future Land Use Element. Amendments are required to the following elements: Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge; Coastal Management; Conservation; Intergovernmental Coordination. Ms. Stolzenberg explained that City and County staff had met several times to discuss how the City could address the County policies within the constraints of the City budget, and in a manner that would not cause negative impacts on low income residents. Lengthy discussion ensued with Mr. Shallenberger participating regarding alternative methods of sewer hookup in Tarpin River and Lauderdale Manors, incentives, time limitations, well fields, septic tanks, waterfront properties, financial burden to residents, enterprise funds and revenue sources, and various water treatment plants in the County.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

There was additional discussion as to whether the Board would be voting on the amendment meeting State law and if the previous votes had included the Board's agreement with the amendments meeting State law criteria and consistency.

There was further discussion regarding ninety day sewer regulations for hookup, the City reuse policy differing from Broward County's policy, and selective areas for compliance by 2010.

3.1 Ms. Curtis moved to approve policy 1.4.4 as proposed in the back up materials are consistent with the City's Comprehensive Plan. The motion was seconded by Ms. Wiebe.

ROLL CALL ON MOTION: YES, Ketcham, Wiebe; NO, Curtis, Gabriel, McCulla, Tobin, and Cooper. The motion failed (2-5).

3.2 Ms. Curtis moved that the stated policy 1.4.4 is consistent with State law. The motion was seconded by Mr. McCulla.

ROLL CALL ON MOTION: YES, Ketcham; NO, Wiebe, Curtis, Gabriel, McCulla, Tobin, and Cooper. The motion failed (6-1).

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

3.3 Mr. Gabriel moved to defer the remaining issues in item 11-T-00. The motion was seconded by Ms. Curtis. In a voice vote, all voted in favor (passed unanimously).

### 4. City of Fort Lauderdale/Office of Community and Comprehensive Planning

12-T-00

Request: \*Amend ULDR Sec.47-23.9  
*Interdistrict Corridor Requirements*,  
to designate State Road 84, from the  
east side of US 1 to Interstate 95 as an  
interdistrict corridor, with urban design,  
landscaping and pedestrian pathway  
requirements for properties abutting the  
proposed interdistrict corridor

Mr. Dan Siff made the presentation of the proposal to designate State Road 84, from the east side of US 1 to I-95, as an inter-district corridor with pedestrian pathway, landscaping, and urban design requirements.

Discussion followed regarding design guidelines of the proposed ordinance on its effect on the urban look of State Road 84, meeting with the adjacent neighborhood homeowner associations, hedge height and species requirements, building setbacks, sidewalk continuation, lighting theme, awnings, roadway lane reduction, and conformance with the Comprehensive Plan.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

Caldwell Cooper brought up the issue of site triangles, which was then briefly discussed.

The issues of awning, canopies, and arcades were discussed with regard to pedestrian/weather protection, size, and percentage of sidewalk coverage, as well as difficulties with the proposed location of the building to sidewalk and awning sizes. It was agreed that staff should have another meeting with the neighborhood associations to allow them an opportunity to review and approve the proposed changes to the ordinance prior to the Board voting on this issue.

Mr. Ketcham moved to defer this item to the February 2001 meeting. The motion was seconded by Ms. Curtis. In a voice vote, all voted in favor (passed unanimously).

### 5. City of Fort Lauderdale/Office of Community and Comprehensive Planning

13-T-00

Request: \*Amend ULDR Sec. 47-26A.2,  
*City Commission Request for Review*,  
a) to change the scheduling of a motion  
for public hearing date  
b) to allow an option to waive the  
call-up provision  
c) to change the sign posting requirement  
period

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

Ms. Liz Holt made the presentation to the Board regarding the “call up” provision stating there were 3 related items for discussion, and they were basically housekeeping issues. Discussion continued with several members of the Board commenting that the amendment would be unfair to developers as the new process would lengthen the period they had to wait before being able to obtain a building permit, affect the ability of citizens to contact their commissioner in time to request a review of a project if a waiver of the call-up provision was filed within the 1<sup>st</sup> few days of the lower body's review. The Board did agree with the request to amend the public notice requirements to be consistent with the general notice requirements.

Ms. Miller advised she would research the question of the Board having the authority for reconsideration and provide an answer at the next meeting.

Chairman Cooper opened and then closed public hearing, as there was no public comment.

Mr. Ketcham moved to approve 5(c). The motion was seconded by Mr. Tobin. In a voice vote, all voted in favor (passed unanimously).

Mr. Tobin moved to recommend items 5(a) and (b). The motion was seconded by Ms. Curtis.

ROLL CALL ON MOTION: YES, Wiebe; NO, Ketcham, Gabriel, McCulla, Tobin, Curtis, and Cooper. The motion failed (1-6).

### **For the Good of the City**

Chairman Cooper passed out a document regarding competent substantial evidence of quasi-judicial hearings.

Ms. Wiebe suggested that staff, counsel, and applicants not be interrupted with questions during their presentations. All members of the Board agreed.

Mr. Ketcham indicated he would like to see a workshop for the Board to discuss the future of Fort Lauderdale and what the Board's responsibilities are. Ms. Wiebe agreed, adding that the Commissioners, Mayor, and staff be included. Narrowing the meeting and giving some thought to an agenda for the workshop were recommended by Ms. Curtis and Mr. McCulla. Ms. Hollar advised that the City's long range planning division has been diligently working and will be providing information in the form of studies and analyses for the Board's review in the near future. It was decided that further discussion regarding the workshop would be deferred to the January 18, 2001 meeting.

Thereupon, the meeting was adjourned at 10:18 p.m.

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CHAIRMAN

ATTEST:

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L. Edmondson, Recording Secretary

A mechanical recording is made of the foregoing proceedings, of which these minutes are part, and is on file in the Development Services Office for a period of two (2) years.
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**INDEX OF MINUTES**  
**PLANNING AND ZONING BOARD**  
**REGULAR MEETING**

**WEDNESDAY, DECEMBER 20, 2000**

PLACE OF MEETING: City Hall  
City Commission Chambers  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

TIME OF MEETING: 6:30 P.M.

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**INTRODUCTION**

Approval of Minutes - November 15, 2000

	<b><u>Items</u></b>	<b><u>Pages</u></b>
<b><u>1. Richard A. Kurtz</u></b>		<b><u>19-Z-00 5-6</u></b>
<u>♦ Request: *Rezone RMM-25 to B-1</u>		
<u>Home Beautiful Park, P.B. 2, P. 47</u>		
<u>Block "A", Lots 15, 18 and 19</u>		
<u>Location: 1228 N.W. 6 Ct.</u>		

**ACTION: Approval recommended in CB to City Commission (8-0)**

<b><u>2. The Las Olas Company, Inc., et al</u></b>	<b><u>20-P-00 6-11</u></b>
<u>Request: Vacate a portion of S.E. 2 St. abutting</u>	
<u>Lots 1 thru 3, Block 3, Lots 4 thru 6,</u>	
<u>Block 4, Beverly Heights, P.B. 1, P. 30 and</u>	
<u>Lots 10 thru 16, Block C, Lots 1 thru 7,</u>	
<u>Block D, Edgewater Add., P.B. 1, P. 123 (D)</u>	
<u>Location: S.E. 2 St. between S.E. 8 Ave. and</u>	
<u>Federal Hwy. (US-1)</u>	

**ACTION: Deferred to 1/18/01 meeting (7-0)**

<b><u>3. The Las Olas Company, Inc., et al</u></b>	<b><u>21-P-00 6-11</u></b>
<u>Request: Vacate a portion of alley abutting</u>	
<u>Lots 4 thru 6, Block 3, Colee Hammock,</u>	



**RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

P.B. 1, P. 17, Lots 1 thru 3, Block 3,  
Beverly Heights, P.B. 1, P. 30, and  
Lots 1 thru 7 and Lots 10 thru 16, Block C,  
Edgewater Add., P.B. 1, P. 123(D)

Location: E-W alley south of S.E. 2 St. between  
S.E. 8 Ave. and Federal Hwy. (US-1)

**ACTION: Deferred to 1/18/01 meeting (7-0)**

**4. Christ Church United Methodist Church 21-Z-00 2**

♦Request: \*Rezone CF-H to CF  
Acreage in Sec. 13-49-42  
Location: 4845 N.E. 25 Ave.

**ACTION: Deferred to 1/18/01 meeting at applicant's request (8-0)**

**5. Asher Anderson and Gail Julian 15-P-00 11-12**

Request: Vacate portion of a N/S alley  
abutting Lots 1 thru 14 and  
Lots 31 thru 37, Block 26,  
Amended Plat of Blocks 1,2,3,4,  
5,6,7,8,25,26,27,28,29,30,31,32  
and 33 of North Lauderdale,  
P.B. 1, P. 182 (D)

Location: N/S alley south of N.W. 5 St., between  
N. Andrews Ave. and N.W. 1 Ave.

**ACTION: Approval recommended to City Commission (8-0)**

**6. Hibiscus LLC 23-P-00 12-14**

♦Request: Plat approval in Sec. 21-50-42 and  
Replat of Tract 1, Hibiscus Place,  
P.B. 23, P. 50, and  
Replat of a portion of the N 1/2 of  
Block B, Amended Plat of Hibiscus  
Gardens, P.B. 16, P. 36  
"Beta Plat"

Location: N.E. corner of SR-84 and S.W. 15 Ave.

**ACTION: Approval recommended to City Commission (8-0)**

**7. Adquarters, Inc./Sal Sabella 19-R-00 14-19**

♦Request: Use and Site plan Approval/ROC  
Croissant Park, P.B. 4, P. 28  
Block 55, Lots 11 thru 13  
and a portion of Lot 14  
Location: 402 S.E. 18 Ct.

**ACTION: Approved (8-0); subject to 30-day City Commission call-up**

**8. Ramola Motwani 80-R-00(2) 2**

◆ Request: Development of Significant Impact/ABA  
(Gold Coast Resort)

Resub. Of Block B Birch Ocean Front,  
P.B. 26, P. 34

Parcel 1, Lots 5 and 6 and a portion  
of Lot 7

Parcel 2, Lot 1 and a portion of Lot 2

Parcel 3, a portion of Lot 2, Lot 3, a  
portion of Lot 7 and Lot 8

Location: 551 N. Atlantic Blvd. (Fort Lauderdale Beach Blvd.)

**ACTION: WITHDRAWN**

**9. Aumueller (Manfred & Kathy) 87-R-00 2**

◆ Request: Development of Significant Impact/ABA  
(Granada Garden Resort)

Lauder Del Mar, P.B. 7, P. 30

Block 8, Lots 9 thru 13

Location: 3003 and 3011 Granada St.

**ACTION: WITHDRAWN**

**10. Vincenzo Esposito and Christian D. Wissing 123-R-00 19-23**

◆ Request: Development of Significant Impact/IOA  
(La Rive Condominium Development)

Birch Ocean Front Sub. No. 2,

P.B. 21, P. 22

Block 19, Lots 2 and 3

Location: 715, 725 Bayshore Dr.

**ACTION: Approval recommended to City Commission (5-3)**

**11. Walter Banks 136-R-00 24-25**

◆ Request: Parking Reduction Approval/RMM-25 and  
Amendment to an Approved Site Plan

Lago Mar Beach Club, P.B. 121, P. 6

Parcel "A"

Acreage in Sec. 13-50-42

Location: Lago Mar Hotel, 1700 S. Ocean Lane

**ACTION: Approved (8-0); subject to 30-day City Commission call-up**

**12. A.J. Yaari 147-R-00 25-26**

**RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

◆ Request: Development of Significant Impact/PRD

(Take Out Ice Cream Shop)

Las Olas By The Sea, P.B. 1, P. 16

Block 3, Lot 9

Location: 235 S. Fort Lauderdale Beach Blvd.

**ACTION: Approval recommended to City Commission (8-0)**

**13. City of Fort Lauderdale/Office of Community and**  
**Comprehensive Planning** **8-T-00** **2**

Request: \*Amend the Comprehensive Plan

Land Use Plan Element to define

Intensity Standards, revise South RAC text,

cross reference policies from other elements

and revise language required for Substantial

Conformity with Broward Land Use Plan,

revise City Department names, and provide

for a second "Employment Center" designation

**ACTION: Deferred to 1/11/01 special meeting (8-0)**

**14. City of Fort Lauderdale/Office of Community and**  
**Comprehensive Planning** **10-T-00** **2**

Request: \*Amend the Comprehensive Plan

Capital Improvements Element to change

all Roadway Levels of Service to be consistent

with the Transportation Element

**ACTION: Deferred to 1/11/01 special meeting (8-0)**

**15. City of Fort Lauderdale/Office of Community and**  
**Comprehensive Planning** **11-T-00** **2**

Request: \*Amend the Comprehensive Plan

Coastal Management, Conservation,

Intergovernmental Coordination,

Sanitation and Sewer Elements

**ACTION: Deferred to 1/11/01 special meeting (8-0)**

**16. City of Fort Lauderdale/Office of Community and**  
**Comprehensive Planning** **12-T-00** **2**

Request:

\*Amend ULDR Sec.47-23.9

Interdistrict Corridor Requirements,

to designate State Road 84, from the

east side of US 1 to Interstate 95 as an

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

interdistrict corridor, with urban design, landscaping and pedestrian pathway requirements for properties abutting the proposed interdistrict corridor

**ACTION: Deferred to 1/11/01 special meeting (8-0)**

**17. City of Fort Lauderdale/Office of Community and Comprehensive Planning** **13-T-00** **2**

Request: \*Amend ULDR Sec. 47-26A.2,

City Commission Request for Review,

a) to change the scheduling of a motion  
for public hearing date

b) to allow an option to waive the  
call-up provision

c) to change the sign posting requirement  
period

**ACTION: Deferred to 1/11/01 special meeting (8-0)**

**18. City of Fort Lauderdale/Office of Community and Comprehensive Planning** **14-T-00** **2**

Request: \*Amend ULDR Sec. 47-24.2,

Amendments to Site Plans, to permit the

City Commission to amend a site plan

without review or approval by any other body

**ACTION: WITHDRAWN**

**19. “For the Good of the City”**

\* - On these items, the Planning and Zoning Board will act as the Local Planning Agency (LPA). Recommendation of approval for these items will include a finding of consistency with the City's Comprehensive Plan and the criteria for rezoning (in the case of rezoning requests).

♦ - These items are quasi-judicial. Board members disclose any communication or site visits they have had pursuant to Section 47-1.13 of the ULDR. All persons speaking on a quasi-judicial matter will be sworn in and will be subject to cross examination.

If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.  
If you desire auxiliary services to assist in viewing or hearing the meetings or reading agendas and minutes for the meetings, please contact the City Clerk at (954) 761-5002 two (2) days prior to the meeting, and arrangements will be made to provide these services for you. A turnkey video system is also available for your use during this meeting.

A mechanical recording is made of the foregoing proceedings, of which these minutes are part, and is on file in the Development Services Offices for a period of two (2) years.

**RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

**CITY OF FORT LAUDERDALE, FLORIDA**  
**MINUTES OF PLANNING AND ZONING BOARD REGULAR MEETING**

**WEDNESDAY, DECEMBER 20, 2000**  
**6:30 P.M. - 10:45 P.M.**

<b><u>Board Members</u></b>	<b><u>Present</u></b>	<b><u>Cumulative from 9/20/00</u></b>	
		<b><u>(P)</u></b>	<b><u>(A)</u></b>
Gerry Cooper, Chair	P	4	0
Carolina Wiebe, Vice Chair	P	4	0
Barbara Curtis	P	4	0
Kenneth Hawkins	P	4	0
Emmett McTigue	P	4	0
Tom Tobin	P	4	0
Mark Ketcham	P	4	0
Alan Gabriel	P	4	0
Jim McCulla	A	3	1

Planning Staff: Scott Miller, Development Review Coordinator  
Cecelia Hollar, Construction Services Director  
Angela Csinsi, Planner I  
Kevin Erwin, Planner I  
Lois Udvardy, Planner II  
Dan Siff, Planner II  
Chris Barton, Planner III  
Jim Koeth, Planner III

Legal Counsel: Sharon Miller, Assistant City Attorney

Court Reporting Service: Margaret D'Alessio

**NOTE: ALL INDIVIDUALS WHO PRESENT INFORMATION TO THE BOARD  
DURING THESE PROCEEDINGS AFFIRM TO SPEAK ONLY THE TRUTH**

After calling the meeting to order at 6:35 p.m., Chairman Cooper introduced the Board members and the staff members to the audience, and wished Scott Miller luck in his future endeavors since this was his last meeting.

Chairman Cooper began by reminding everyone that the Board consisted of nine members and were appointed by members of the City Commission. Also the Board would be voting on issues at this meeting and it would be a majority vote. He also stated that the Board acted as a Local Planning Agency (LPA), and sometimes there were quasi-judicial hearings and Sharon Miller, Assistant City Attorney, would explain each before beginning.

Chairman Cooper asked if there were any deferrals or withdrawals. Scott Miller began with withdrawals from staff which included Item #8 - Ramola Motwani (Gold Coast Resort) and would probably be on the January agenda, and Item # 9 - Aumueller (Manfred & Kathy) (Granada Garden Resort) and may be on the January agenda, as well.

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

Chairman Cooper questioned whether these items were withdrawn by the applicants or by staff. Scott Miller stated they were withdrawn between the applicant and staff due to unresolved issues.

Chairman Cooper went on to explain that there were withdrawals and deferrals by applicants and there was an economic difference, which would be explained by Sharon Miller.

Scott Miller stated that Mr. Leonard would make an announcement regarding Item #4. Mr. Leonard stated that Item #4 would go to a later agenda.

Chairman Cooper asked Sharon Miller if the Board needed to vote on that item since it was a joint staff/applicant withdrawal and was told it was not necessary.

Scott Miller continued stating that Item #4 - Christ Church, a request was made by the applicant's representative for a 30-day deferral, but the Board needed to vote on that item so that it would not be necessary to re-advertise. Motion made by Mr. Tobin and seconded by Mr. Gabriel. Chairman Cooper asked if there was any discussion and a vote was taken which passed unanimously.

Scott Miller proceeded to Item #18 which was a staff item and this had been withdrawn indefinitely. Chairman Cooper asked about Items #13-17.

Scott Miller stated that these items were all staff originated items which would take a great deal of discussion and possibly the Board would not get to these items at the present time. He suggested a special meeting be held on January 9<sup>th</sup> or 11<sup>th</sup> for these particular items and not place them on the January agenda thereby overloading the Board in January.

Chairman Cooper reminded everyone that the board meeting closes at 11:00, and therefore, around 10:00 - 10:15 P.M. the Board is polled to see what items can still be discussed before the end of the evening. Chairman Cooper asked for the Board's input. Ms. Curtis stated that due to the significance of the changes to the plans that Items #13-17 be deferred to another meeting. The Board's consensus was that a special meeting needed to be held for these items due to their significance. It was moved by Mr. Tobin and seconded by Mr. Gabriel for the meeting to be January 11, 2001 at 6:30 p.m., 8<sup>th</sup> Floor, City Hall. The Board unanimously approved.

Scott Miller confirmed that this meeting would include Items #13 through #17, including the four Comprehensive Planning items, as well as the text amendments.

Ms. Curtis asked if the City Commission was interested in getting the text amendments done. Scott Miller clarified these were Items #16 and #17 and stated that there was zoning in progress for them and these were not critical time issues.

Chairman Cooper reconfirmed that Items #13 through #17 would not be heard at this meeting, but deferred to January 11, 2001, at 6:30 p.m., 8<sup>th</sup> Floor, City Hall.

Scott Miller suggested that the deferred items back up material be kept by the Board Members and then brought to the January 11<sup>th</sup> meeting.

## **RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services**

Chairman Cooper asked Cecelia Hollar to state some thoughts regarding brevity and relevance. Cecelia Hollar, Construction Services Director, gave some insight to what their plan was and reassured the Board since Scott Miller was leaving they would still get the support from the Construction Services Department. She stated she would be attending the meetings and would be knowledgeable and proficient. She explained that their goal was to provide the Board with all information necessary in order to address each issue on the agenda, including the specific criteria and code pertaining to such items. She reiterated that at any time during the meeting if a Board member needed a clarification as to relevant criteria of the topic being discussed, he/she should feel free to question her and her staff.

Chairman Cooper took the liberty to summarize and expand on Cecelia Hollar's statements by saying that they were attempting to not have two meetings per month. All "important meat" needed to be brought to the discussions, but hopefully limit the wanderings off the issues somewhat. Chairman Cooper went on to question the 10-item limit mentioned by Ms. Hollar. He explained to the Board Members that in the past items were limited for the agenda in hoping to complete various items, and not list an unlimited number. He questioned the Board Members if they wanted to choose a certain number where they draw the line for the month's agenda.

Ms. Curtis felt that would be difficult to do in that some items were lengthier than others. Chairman Cooper stated they had previously discussed in the past that the lengths of the items were impossible to plan, but asked the Board Members how they would prefer to plan the upcoming agendas.

Ms. Wiebe stated that she felt they should continue on a meeting-by-meeting basis.

Mr. Tobin mentioned that he felt the people attending the meetings to address these items were inconvenienced if having to come back at a later date, and he believed that limiting the agenda to a realistic amount was more proficient.

Mr. Ketcham felt they should review the agenda at the beginning of the meeting and if there were too many items listed, then they should cut the items right then so that people who had come for these specific issues could leave. He believed they couldn't limit the agenda to an actual number, but just review the list item by item at the start of the meetings.

Chairman Cooper asked the Board Members how many were willing to (a) take on an unlimited agenda making a decision at the start of the meeting which items would be covered that night or moved to a special meeting, or (b) limit the agenda. He continued by asking who was in favor of (a). Ms. Curtis questioned if chairman Cooper was advocating extra meetings each time items on the agenda were not addressed.

Cecelia Hollar stated that the Chairman was asking the Board if they wanted to consider the holding of special meetings as another option for addressing items in the agenda that would not be covered in the regularly scheduled meeting time. Chairman Cooper commented that cases could begin stacking up.

Mr. McTigue stated that even if the agenda was limited, that did not insure that all cases would be heard depending on their length. Therefore, he suggested that they continue making their agenda and what could not be covered would be tabled to the next meeting or a special meeting held if necessary.

## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

Ms. Wiebe stated that it was her opinion that reviewing the agenda at the beginning of the meeting was not the way to handle the matter due to the fact that some cases required longer discussions. She believed that attempting to decide where to cut the agenda at the beginning of the meeting would be a preconceived notion that would not necessarily be true to form at the time, and possibly making a decision around 9:30 or 10:00 would be more feasible.

Cecelia Hollar suggested to the Board that the agenda for the December meeting was an anomaly because there was a lot of City items listed. In the future, she suggested that if they see City items building up, a special meeting could be proposed.

Chairman Cooper asked if he was interpreting the Board's opinions correctly by stating that they should keep things as they were.

Chairman Cooper asked if any of the Board members had any additions or corrections to the minutes from the November meeting. Motion was made by Mr. Ketcham to approve the minutes and seconded by Ms. Wiebe. The minutes were unanimously approved by voice vote (8-0).

1. Richard A. Kurtz 19-Z-00  
Request: \*Rezone RMM-25 to B-1  
Home Beautiful Park, P.B. 2, P.47  
Block "A", Lots 15, 18, and 19  
Location: 1228 N.W. 6 Ct.

Chairman Cooper stated this was a quasi-judicial case and the board was acting as a Local Planning Agency (LPA)

Sharon Miller, Assistant City Attorney, explained that acting as a LPA means the Planning & Zoning Board will review the application for consistency with the City's Comprehensive Plan. As a quasi-judicial matter it means that it is treated similar to a trial. She proceeded to explain that anyone testifying would be sworn in and would be subject to cross-examination, and that testimony would be given. The Board would then review the testimony and compare it to the law in the Unified Land Development Regulations (ULDR). The Board also has to disclose any site visits they had, along with communications about the particular application.

Chairman Cooper stated that anyone speaking on the first item needed to approach the podium and be sworn in.

Chairman Cooper asked the Board members for their disclosures on this item.

Mr. Ketcham, Mr. Hawkins, Mr. McTigue, Ms. Curtis, Mr. Gabriel, Mr. Tobin, Ms. Wiebe and Chairman Cooper disclosed that they had been to the site.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Richard Kurtz stated that he owned a funeral home and had purchased the lots behind his property for additional parking spaces, and therefore, needed to request the rezoning of the property.

Kevin Erwin stated the request involved the rezoning of Lots 15, 18 and 19, Home Beautiful Park, RMM-25 to B-1. He further commented that this application was on last month's agenda and had been deferred. The property in question is presently vacant and has an apartment building on it. To



## RFP NO. 512-8432 – 2-Year Contract for Minutes Secretarial Recording Services

the north of the property is a Day Care Center, to the west is a church plus some commercial buildings, to the south is Sistrunk Blvd., and to the east lies more commercial and residential buildings along with a parking lot. Mr. Erwin stated that staff did not agree with the request due to their concerns about introducing a higher intensity-zoning district further into the residential area. Staff, in their opinion, believed CB would be more appropriate. The proposed use for the parcel was a funeral chapel and a parking lot and both of these uses would be permitted in a CB.

Chairman Cooper asked if anyone from the audience wished to speak. He then asked Mr. Kurtz whether he agreed or disagreed with staff's proposal.

Mr. Kurtz stated that he agreed with staff's recommendation for the zoning. Chairman Cooper asked Mr. Kurtz if he was willing to accept a CB zoning and Mr. Kurtz confirmed.

Chairman Cooper closed the public hearing and referred the item back to the Board.

Ms. Wiebe made a motion to approve the zoning of the parcel from B-1 to CB. The motion was seconded by Kenneth Hawkins.

ROLL CALL ON MOTION: YES - Gabriel, Tobin, Wiebe, Curtis, McTigue, Hawkins, Ketcham, Cooper. Motion carries (8-0).

Chairman Cooper proceeded to the second case, which was as follows:

- |           |   |         |
|-----------|---|---------|
| 2.        | <u>The Las Olas Company, Inc., et al.</u>   | 20-P-00 |
| Request:  | Vacate a portion of S.E. 2 St. abutting<br>Lots 1 thru 3, Block 3, Lots 4 thru 6,<br>Block 4, Beverly Heights, P.B. 1, P. 30<br>And Lots 10 thru 16, Block C, Lots 1 thru 7,<br>Block D, Edgewater Add., P.B. 1, P. 123 (D)   |         |
| Location: | S.E. 2 St. between S.E. 8 Ave. and<br>Federal Hwy. (US-1).  |         |
| 3.        | <u>The Las Olas Company, Inc., et al</u>  | 21-P-00 |
| Request:  | <u>Vacate a portion of alley abutting</u><br><u>Lots 4 thru 6, Block 3, Colee Hammock,</u><br><u>P.B. 1, P. 17, Lots 1 thru 3, Block 3,</u><br><u>Beverly Heights, P.B. 1, P. 30, and</u><br><u>Lots 1 thru 7 and Lots 10 thru 16, Block C,</u><br><u>Edgewater Add., P.B. 1, P. 123(D)</u> |         |
| Location: | <u>E-W alley south of S.E. 2 St. between</u><br><u>S.E. 8 Ave. and Federal Hwy. (US-1)</u>  |         |

Chairman Cooper stated these were not quasi-judicial.

Mr. McTigue stated that he had an interest in the Las Olas Company, which constituted a conflict of interest, and therefore, he would abstain from voting and step down.

Chairman Cooper stated that it was his understanding that this case had been heard in great detail at last month's meeting but the attorney concerned had asked for a deferral in order to submit additional information and a site plan.

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Robert Huebner, Esq., representing Las Olas Company, the applicant, stated that he intended to make a few brief remarks. He commented that the issue of the alley had not been discussed at the previous meeting. The applicant has submitted a site plan showing the landscaping for the property. He reiterated that they would bring the lot up to code thereby providing 2,000 sq. ft. additional green area, along with adding 100 new parking spaces bringing the total spaces up to 208. He further stated that the application met all the requirements of the vacation of a street. In regard to the alley, he commented that the alley was not presently in use and was blocked off on 8<sup>th</sup> Avenue. All criteria have been met.

Ms. Curtis asked if the 2,000 sq. ft. of green Mr. Huebner was referring to be along the perimeter of the parking lot. Mr. Huebner confirmed that fact.

Mr. Jack Hugon, Falkanger Architects, stated that the 2,000 sq. ft was additional landscaping which was along the perimeter as well as inside. He stated that the overall landscaping for the entire area was approximately 22,000 sq. ft.

Ms. Curtis questioned the parking for the historic building and also asked about the plan for ingress and egress into that area.

Mr. Huebner stated that the ingress would be off 8<sup>th</sup> Avenue, down Second. He further commented that there would be a gate at the entrance to the parking lot. Vehicles can also enter from Second Court, which was a two-way entrance.

Ms. Curtis stated there was a landscape buffer between the parking area and the Himmarshee Court and, therefore, how would the patrons in the area get across the barrier. Mr. Huebner stated that a sidewalk would be erected for the pedestrians. He reminded the Board that this was a conceptual site plan and changes could be made. He continued that they would make arrangements for the tenants of the buildings. Mr. Huebner once more reiterated that people could come down 8<sup>th</sup> Avenue and turn right or left into the property, the gate would open, they would park their cars and head to the buildings via sidewalks. Ms. Curtis asked what the line was on the east end of S. E. Second Street where it meets S. E. 8<sup>th</sup> Avenue and would a gate be placed at that point. Mr. Huebner stated there would be no gate at that point.

Ms. Curtis asked regarding the west end and the ingress and egress for Skyline Furniture, whether there was a way that part of that street could be vacated. Mr. Tobin questioned why that would be necessary. Ms. Curtis stated it would assure Skyline Furniture accessibility. Mr. Huebner stated that his client owned that property.

Chairman Cooper asked if anyone in the audience desired to speak.

Mr. Murray Smith, resident of the Caribbean Town homes, commented that there were quality of life issues involved in this matter. Noise was a major issue and he believed that closing the street in question would create more noise and traffic back up than what already existed. Mr. Smith also asked where the ingress and egress for the parking would actually be located. He mentioned that he was also speaking on behalf of Mr. Tudinities and Mr. Asback of the Caribbean Town homes.

Mr. Huebner again restated that the main entrance was S.E. Second Court as shown on the site plan.

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Ms. Curtis asked Mr. Smith if he had any objection to the alley vacation, which Mr. Smith stated he did not. Ms. Curtis then re-clarified that he and the other residents were against the vacation of the street, but were in favor of the alley.

Mr. Tobin asked Lois Udvardy if there were standards for a parking lot such as the one in question as to how much stacking there should be. Ms. Udvardy stated this was a conceptual site plan, which has not yet been reviewed by staff or DRC, but merely proposed to show what they were thinking of doing, but not technically reviewed.

Scott Miller stated that since 8<sup>th</sup> Avenue was not a traffic way, the code would only require 22 feet, but if the road warranted additional stacking due to safety factors, they could impose it to be wider. The code itself only requires a one-car stacking distance.

Ms. Wiebe asked staff if anyone was familiar with the closure to S.E. Second Street and if it was brought to the City, which it was not. She proceeded to ask Dr. Smith about his comments regarding the closure of the street in light of other closures of various surrounding streets. Dr. Smith explained that S. E. Second Street would be blocked off and egress going west would be blocked. Traffic would only proceed eastbound and this was going to be done because of safety factors regarding school children in the area.

Ms. Wiebe again asked staff if this had been formally brought to the City. It was confirmed that it had not been done so.

Mr. Dale Fertig, resident of Beverly Heights, stated that he and other residents had spoken to Peter Partington and Commissioner Cindy Hutchinson regarding a partial closure on the last block between S.E. 9<sup>th</sup> and 8<sup>th</sup> Street, and 8<sup>th</sup> Avenue on S.E. 2<sup>nd</sup> Street, on the north side of the canal because of traffic problems.

Mr. Arjan Koch stated that he agreed with all the points made by Dr. Smith and objected to this proposal. He also reiterated that he did not understand why taxpayers had to give up streets in order to increase revenues for a private corporation. He stated there was no traffic or noise control provided during special events.

Mr. Ketcham asked the name of the dead end street that Mr. Koch referred to and was informed it was S. E. Second Street onto Second Street, including the entrance into the parking lot.

Neil Eward, resident, handed out an exhibit regarding the Edgewater Addition and brought up issues pertaining to traffic flow. He believed that Second Court and Second Street were necessary to be opened and not closed.

Tim Welsh stated that he had not reviewed the said report in question, but the Fire Department always signs off on an MOT, which was maintenance of traffic routing form and plan and would not authorize anything they did not approve. This was a required process that all developers must go through in order to permit any type of closure. The vacation of Second Street would result in them selecting a route around that street and any radius in conjunction with that street would become somewhat irrelevant other than for getting into the proposed site plan.

Chairman Cooper stated that the City Engineers would have to review this proposal before signing it.

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Neil Eward also stated that the alley was closed and an illegal gate was erected. He would like to have that gate removed.

Ms. Curtis questioned one of the exhibits Mr. Eward submitted and asked for a clarification of his Exhibit marked with a blue circle with a #2 inside. Mr. Eward proceeded to explain that it was the south side of Himmarshee Canal showing an illegal sea wall of approximately 200 feet. Ms. Curtis asked Mr. Eward if he was against the street vacation and the alley vacation. He confirmed that he was against both.

Lois Udvardy stated that staff determination was that the vacation of the subject portion of S.E. Second Street meets the criteria in the staff report for vacation of rights-of-way. The granting of the vacation would be subject to the following conditions: (1) vacated area retained as a utility easement, and (2) the applicant shall submit and record an easement document agreeing to pay all costs for repairing the proposed parking lot and maintain or repair the facilities within the vacated right-of-way.

Ms. Wiebe questioned the illegal closing of the alley. Lois Udvardy stated there was a gate across the alley. Ms. Wiebe continued asking if staff had been aware that the alley had been closed illegally. Ms. Udvardy stated not to her knowledge and that Code probably would have been called with any complaints. Ms. Wiebe further questioned how city would handle such complaints and asked if someone had to call about violations against the code and then the City would investigate the matter.

Cecelia Hollar stated that when a complaint is filed in the Code Enforcement Office, the complaint is then followed up on. She further explained that if the alley had not been closed legally, they would have to investigate when it was done, who authorized it, and did they have the right to close the alley.

Mr. Tobin asked Mr. Eward if he had brought the gate in question to someone's attention. Mr. Eward stated he had. He explained that he had contacted Mr. Kisella and another Assistant City Manager and nothing had been done.

Cecelia Hollar stated she did not know if the matter had not been followed up on and no one from Code Enforcement was present at tonight's meeting. She did not have such information for the Board.

Ms. Curtis asked Ms. Hollar if there was a policy in the City that if City Staff saw a violation they were to ignore it and not report it. Ms. Hollar confirmed she was not aware of such a policy. Cecelia Hollar stated she would further investigate the problem and report it.

Chairman Cooper asked the Board if this answer was crucial in going forward with this case. Mr. Tobin stated this matter was very distressing to him. Chairman Cooper went on to question the Board if this unanswered question would affect their vote on this case. Mr. Tobin stated this matter was very distressing to him. Ms. Curtis stated she believed it could affect the input of the public. Mr. Tobin agreed and stated if the gate is illegal, then there was an alley that had been vacated for a long period of time with no curb-cut. Mr. Huebner confirmed there were no curb cuts on either end. Mr. Tobin made a motion that the Board continues this case until answers were received.

Chairman Cooper asked if the Board wanted to defer this case and Cecelia Hollar offered to get with the code enforcement office and obtain the facts.

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Ms. Curtis asked Ms. Hollar if this was an illegal alley. Ms. Hollar stated it was an alley currently for public access, which had never been publicly closed, and she would research the matter.

Mr. Tobin moved to defer this case to next month and Mr. Hawkins seconded. The Board voted in favor of the motion, except for Mr. Ketcham who voted against deferring.

Chairman Cooper stated that Item #4 was deferred and moved on to Item #5.

5. Asher Anderson and Gail Julian 15-P-00

Request: Vacate portion of a N/S alley  
Abutting Lots 1 thru 14 and  
Lots 31 thru 37, Block 26,  
Amended Plat of Blocks 1,2,3,4  
5,6,7,8,25,26,27,28,29,30,31, 32  
and 33 of North Lauderdale.  
Location: N/S alley south of N.W. 5 St., between  
N. Andrews Ave. and N.W. 1 Ave.

Chairman Cooper stated that he had previously discussed with the Assistant City Attorney that he knew Mr. Anderson and had business dealings with him, but sees no conflict in this matter.

Robert Lochrie, on behalf of the applicant Cooper International and acting as the agent for the landowner, stated that this request was a mixed-use project, which consisted of 100 residential units, along with 17,500 sq. ft. of retail space facing Andrews Avenue and Fifth Street, plus an additional 17,500 sq. ft. of office space. The purpose of requesting this street vacation was that a portion of the alley running down the center of the property would no longer be needed since a new ingress/egress easement was to be provided. The alley would be realigned. The existing alley was 15 ft. and there will be a new 24 ft. easement offering continued ingress/egress to the alley. Repaving of the alley to the south would also be brought to current standards. The new portion of the alley would go east to west and access would be from N.W. First Avenue. Adjoining property owners submitted letters of support for the project.

Kevin Erwin of Development Services stated that it was a 15 ft. alley which only 10 ft. was presently paved. All utility companies in the area stated they had no objections as long as the applicant was willing to relocate the utilities at the applicants' expense. Ms. Curtis asked if property owners to the south had been polled for their opinions to this proposal and Mr. Erwin stated that they had been contacted. Letters had been sent notifying them of the vacation request and no objections had been received.

Mr. Lochrie stated they had received letters of support from some of the property owners to the south.

Michael Ferber, President of the Flagler Heights Civic Association, stated he wanted to encourage the Board to grant this request for the vacation due to their support of this project.

Brooke Trace, tenant, stated that she was curious how this request would affect her business and was informed by Mr. Lochrie that the alley would remain in place until the site was redeveloped.

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Lutz Hofbauer, owner of a property directly to the north of the proposal, stated he was in favor of the proposal for vacating the alley.

Ms. Curtis moved that the Board approve the proposed request and Mr. Tobin seconded.

ROLL CALL ON MOTION: YES - Tobin, Wiebe, Curtis, McTigue, Hawkins, Ketcham, Gabriel, and Cooper. Motion carries (8-0).

- |    |                     |   |
|----|---------------------|---|
| 6. | <u>Hibiscus LLC</u> | 23-P-00   |
|    | Request:            | Plat approval in Sec.21-50-42 and<br>Replat of Tract 1, Hibiscus Place,<br>P.B. 23, P.50, and<br>Replat of a portion of the N ½ of<br>Block B, Amended Plat of Hibiscus<br>Gardens, P.B. 16, P. 36. "Beta Plat" |
|    | Location:           | N.E. corner of SR-84 and S.W. 15 Ave.   |

Chairman Cooper stated this was a quasi-judicial case.

Chairman Cooper asked the Board members for their disclosures on this item.

Mr. Ketcham, Ms. Curtis, Mr. Gabriel, Mr. Tobin, Ms. Wiebe disclosed they had been to the site.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Gerry Knight, Esq. representing the applicant. John Metsum, partner with the applicant.

Ms. Curtis asked who the partners were in the Limited Liability Corporation. The Assistant City Attorney stated she was not familiar with any requirement that they be disclosed.

Gerry Knight, Esq. stated the managing partner was E. J. Plesco. Mr. Knight stated the property was a 7.6-acre site on State Road 84 east of 15<sup>th</sup> Avenue on the north side and was the site of the old run-down buildings, which were recently torn down. It would be platted consistent with requirements and was zoned B-2. Mr. Knight stated that the plat showed the proposed access locations.

Ms. Curtis asked for clarification regarding ingress and egress off of S.W. 15<sup>th</sup> Avenue. Mr. Knight confirmed this fact. Mr. Knight commented that there may be internal cross-access between the parcels, but they did not know yet if it would be limited to just one particular parcel. Ms. Curtis questioned if that access would be at the north boundary and Mr. Knight agreed. Ms. Curtis went on to state that there were two points of ingress and egress off of S.W. 24<sup>th</sup> or State Road 84. Mr. Knight again confirmed this to be correct. Ms. Curtis questioned ingress and egress further west and asked if it would be far enough east from the intersection so as to avoid traffic problems at that site. Mr. Knight stated this had been discussed and State Road 84 was under state jurisdiction. Meetings were held with DOT and access openings were cited. Ms. Curtis further stated that there was no ingress or egress from the north boundary or from the eastern boundary. Mr. Knight stated she was correct in her understanding.

Ms. Curtis further noted that on the application it was noted that further development for the proposed site could encompass a pharmacy, hotel and a gas station. Mr. Knight indicated that there were no signed leases for the property except for the hotel; it was mostly conceptual at this point in

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time. He continued that two restaurants could be feasible and at the corner of 15<sup>th</sup> Avenue and State Road 84 discussion was held regarding a possible pharmacy and gas station.

Ms. Curtis asked if the plat had been approved based on commercial use only and Mr. Knight confirmed that fact.

Kevin Erwin stated that the proposal involved platting 7.663 acres consisting of 20,500 sq. ft. of commercial sites, and 15,468 sq. ft. for a 126-room hotel with the commercial including any B-2 uses. This plat was reviewed by DRC and has met all technical requirements.

Lois Freeman, resident, reiterated that between Federal Highway and I-95 there were a total of ten gas stations and she believed another one was not necessary in the area.

Chairman Cooper asked staff if there was a limit on any certain number of gas stations in the area other than an economic reality. Scott Miller stated that the City did not have any distance separation requirements for gas stations.

Ms. Curtis questioned the idea of convenience stores. Scott Miller stated that convenience stores had a disbursal from residential, but not from each other, but staff would recheck that issue. Ms. Curtis questioned if residential meant to the north of the plat in question. Scott Miller stated it was across 24<sup>th</sup> Court at one point, and the property directly to the north along 15<sup>th</sup> Avenue.

Scott Miller stated it would go through DRC review because they were within 100 feet of residential property.

Lois Freeman asked if the residents or the Association desired to pursue this matter further after discovering another gas station would be erected, what recourse would they have to carry this objection forward.

Chairman Cooper questioned Kevin Erwin that before anything would be built, it would have to return to the Planning and Zoning Board for site plan approval.

Kevin Erwin re-clarified that before anything was built it would go through DRC and DRC would notify the homeowners' associations within 1,000 ft. of the proposed use.

Scott Miller stated that the Civic Association President was the one who would receive the notice, and the DRC's agenda was posted on the City's website.

Mr. Tobin made a motion to approve the request and Ms. Wiebe seconded.

ROLL CALL ON MOTION: YES - Tobin, Wiebe, Curtis, McTigue, Hawkins, Ketcham, Gabriel, and Cooper. Motion carries (8-0).

Chairman Cooper moved on to the next item.

7. Adquarters, Inc./Sal Sabella  
Request: Use and Site plan Approval/ROC  
Croissant Park, P.B. 4, P.28  
Block 55, Lots 11 thru 13

19-R-00

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and a portion of Lot 14  
Location: 402 S.E. 18 Ct.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Ms. Curtis questioned the Assistant City Attorney regarding the location of her office in relation to this request and if a possible conflict of interest existed. Sharon Miller stated that there was no conflict.

Chairman Cooper asked the Board members for their disclosures on this item.

Mr. Ketcham, Mr. Hawkins, Ms. Curtis, Mr. Tobin, Ms. Wiebe and Chairman Cooper disclosed that they had been to the site. Chairman Cooper also disclosed that he had property in the vicinity but does not receive any economic benefit nor was he being influenced one way or the other in his decision.

Tom Laubenthal with Landscape Architects stated that this property had been through some “zoning gymnastics” over the past several months. There were problems with the site plan and then a zoning change was contemplated for better compatibility. For the best interests of the neighborhood the zoning currently in existence would be maintained and some improvements would be made to the site such as landscaping, walls, and ornamental design and color. He also explained that originally a wood wall was going to be erected since the structure was also made of wood which was deemed to be architecturally compatible, but was deemed by zoning that using a masonry wall to separate this parcel from the adjacent residential was the preferred construction type. Therefore, the applicant would comply with this issue and bring it down along the south side of the property, including the recessed portion in the rear of the parcel, which would move the wall around. As the wall proceeds down the side property line of the east neighbor there was an existing Jacaranda tree that runs in direct alignment with the wall. The design plan solution was to abut the wall up to the tree and continue on down. Technical compliance, it was pointed out, the zoning regulations call for a “continuous wall”. Care was to be taken not to lose the tree that was considered to be of value and they would have to bridge the small gap with possible chain link fence so there was closure and security not be impaired for the adjacent properties. He went on to explain that if a masonry wall was erected it could cause problems in the root zone of the tree and create some awkward hardships due to carving out a pocket facing the adjacent property and the subject of maintaining the property becoming an issue. He also remarked that the parking lot configurations fell right into place in regard to what the City expected providing a greater number of spaces than what is actually needed by the occupant of the property, but in projecting future use of the property. It is essential to cut off a small portion of the south end of what was a garage building and would get closed over and blended in with the remaining wood siding. Since the building footprint was modified new criteria arose and four elements were required such as variation in the architectural roof line, variation in the architectural footprint, trim colors and banding, and the adding of grills or awnings to the site. The applicant chose to add an ornamental grill to the windows.

Ms. Curtis questioned if the new footprint was north of the existing building. Mr. Laubenthal stated the change in the footprint was on the very south where the small portion of the garage was being cut off. Most improvements were internal and the building itself was not altered and there were no additions. Ms. Curtis asked about the description of the building being referred to as an existing wood frame and asked if that applied to the whole building. Mr. Laubenthal stated that the whole existing building was to remain. Ms. Curtis questioned if the wood fence along S.E. 18<sup>th</sup> Court was going to remain. Mr. Laubenthal stated that it would be removed.



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Ms. Curtis stated that the building was currently being used and cars were in the area where the parking lot would be. She continued stating that curbing was at the expense of the neighborhood, as well as grants from the City, and she believed that the corner was a heavily traveled street and was concerned that cars would be parking along S. E. 4<sup>th</sup> Avenue. Mr. Laubenthal stated this issue had been addressed and the architects were attempting to internalize parking and to discourage parking on the surrounding streets.

Ms. Wiebe asked for a clarification of the installation of grillwork on the building and questioned if surrounding buildings had this grillwork on them. Mr. Laubenthal stated that the owner had perused the neighborhood and took photographs of the surrounding area so the ordinance could be complied with and the design fit in with the area. Ms. Wiebe asked if the neighborhood was perceived as a relatively safe neighborhood or were these grills being provided on the building for safety issues.

Mr. Laubenthal stated that they had to comply with code in which choices were given and one or the other had to be chosen for the building. Ms. Wiebe felt that if they were attempting to create a friendly residential neighborhood, the grills would give the impression that the area was unsafe. Mr. Laubenthal explained that the applicant was not at all interested in adding the grills; it became an issue of compliance.

Scott Miller stated that the applicant had to show compliance with the architectural feature section of the code, including color, material, banding, and roofline variation. He stated this was a very broad application.

Ms. Wiebe further inquired that if the applicant removed the grills would he still be in compliance. Scott Miller stated that grills were an option.

Ms. Curtis inquired as to what could replace the grillwork.

Chairman Cooper reclarified that if the applicant removed all grillwork, would this trigger any non-compliance or was this strictly an option.

Scott Miller continued to explain that the applicant needed to meet four requirements. If grillwork was not used, awnings may have to be installed in place of the grillwork. A choice had to be made. Mr. Laubenthal stated that character had to be established and awnings could be a possibility.

Kevin Erwin stated most aspects of this case had been covered. It was a use and site plan approval in ROC and was a controlled zone requiring a site level III approval. The applicant had to comply with the neighborhood compatibility requirements and to give-off a more relaxed atmosphere the applicant had chosen to not install grill work over the windows but to hang awnings instead.

Ms. Curtis asked what precautions were being taken to insure that water would not be standing in the retention area. Tim Welsh, Engineering Division, stated that the on site calculations will have to confirm that the site has enough retention of surface water and they will have to have a Broward County Department of Planning & Environmental Protection permit.

Ms. Curtis asked Mr. Laubenthal if they had gone to the Civic Association. Mr. Laubenthal replied that they had gone to the adjacent property owners and neighbors.

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Ray Dettmann, resident, stated that his major concern was curb appeal for the area to protect the integrity of the swales and asked if there would be any type of fencing on 18<sup>th</sup> Court and was informed that there would not be any. He proceeded to state that he was concerned about not having a continuous wall abutting the residential property.

Kevin Erwin stated that the wall was continuous, but they would only get as close as they could without damaging the tree. It was continuous except for about 6-8 feet, which could be closed in with hedge or chain link fence making it entirely secure, but technically in complying with code you would end up killing the tree.

Chairman Cooper asked if the wall could be swooped around the tree. Mr. Laubenthal stated that could be done but it would create a pocket facing the neighbor's yard and maintenance of that area could be difficult. Mr. Dettman stated he wanted the area secure.

Ms. Curtis asked why staff had approved the plan without a continuous wall. Kevin Erwin replied that he did not agree to approve the request without the code requirement for a continuous wall. He explained that Scott Miller had informed him that they could cantilever a wall in a way that would not damage the existing tree.

Mr. Tobin asked for a definition of cantilevering a wall. Mr. Erwin stated that the wall system they were using normally has a column for support with a solid concrete panel by which the panel is raised where it doesn't touch the ground, thereby going up and over the root zone.

Ms. Wiebe stated that in relation to compatibility the plan as shown would create a more positive environment for the surrounding area. She believed that if they cantilevered the wall up to the tree it would look very awkward and felt a fence and foliage should be used instead.

Chairman Cooper questioned Scott Miller regarding the definition of cantilevering. Chairman Cooper understood it to mean that columns would be set on either side but the wall would not go completely down, but in listening to Ms. Wiebe's explanation it seemed the wall would jut out and abut the tree.

Scott Miller stated that Ms. Wiebe described it differently than what was previously explained. Since the tree was abutting the property line, there was no way to put the wall right up to the tree unless you boxed around it and the trunk would be accessible only to the neighbor's property. He explained that this has been done in the past.

Mr. Laubenthal stated that the neighbor has an existing chain link fence around their property and have not given any indication that they would be willing to remove it. Essentially, he stated that if it was boxed out it renders the area inaccessible for maintenance. He explained they were trying to treat it as a landscape element and soften it with hedges so it would be acceptable and secure.

Ms. Curtis asked what could be placed on the fencing to discourage intruders. Scott Miller stated that the code requires a solid CVS barrier or masonry barrier. No options are offered unless you apply for a variance. He felt they were in a "Catch-22" because they wanted to save the tree but needed a solid barrier, which means the barrier had to basically almost abut the tree within reason. Another option would be that if the root zone around the tree permitted it, you could plant a vine right up along the trunk, which would mask the gap.

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Ms. Curtis brought up the matter of maintenance for the area. Mr. Laubenthal stated that security would not be compromised.

Mr. McTigue questioned the removal of the tree, but Mr. Laubenthal stated that the neighbors could object to the removal of it. Mr. Laubenthal stated that if the Board foresees a lot of difficulty on this issue, the applicant does not want to pursue a variance but would erect a wall and deal with the neighbor situation as best he can.

Scott Miller stated the it should be noted that A-1 shows the solid wall, but the landscape plan does not, and therefore, there is a discrepancy in the plans. He further explained that if they opted to go to the Board of Adjustment, they would have to do that before approaching the P&Z Board.

Mr. Laubenthal stated that the remedy consisted of the applicant jogging the wall around the existing tree. In summarizing, he explained that code enforcement cited the owner for dust and they were attempting to get permits regarding this matter.

Ms. Curtis moved to approve this request with the exception of not having bars on the windows and to substitute them with awnings and seconded by Mr. Tobin.

ROLL CALL ON MOTION: YES - Wiebe, Curtis, McTigue, Hawkins, Ketcham, Gabriel, Tobin and Cooper. Motion carries (8-0).

A brief recess was taken.

Chairman Cooper remarked that some cases had been withdrawn and, therefore, the next case was the following:

- |           |   |          |
|-----------|---|----------|
| 10.       | <u>Vicenzo Esposito and Christian D. Wissing</u>  | 123-R-00 |
| Request:  | Development of Significant Impact/IOA<br>(La Rive Condominium Development)<br>Birch Ocean Front Sub. No. 2,<br>P.B. 21, P. 22<br>Block 19, Lots 2 and 3 |          |
| Location: | 715, 725 Bayshore Dr.   |          |

Chairman Cooper stated this matter was quasi-judicial.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Debbie Orshefsky spoke on behalf of the applicant and developer and introduced project architects and the landscape architect. She explained that this project was a 43-unit high-priced condominium in the Central Beach Area. She stated that this project had 20 ft. setbacks instead of the 10 ft. requirement.

Chairman Cooper interrupted in order to ask the Board members for their disclosures on this item. Mr. Ketcham, Mr. Hawkins, Ms. Curtis (Ms. Curtis asked the Assistant City Attorney for her opinion regarding the location of her home in relation to this project and if it would create a conflict of interest. Ms. Miller stated there would be no conflict of interest.), Mr. Gabriel, Mr. Tobin, Ms. Wiebe and Chairman Cooper disclosed that they had been to the site.

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Ms. Orshefsky stated that the community requested side setbacks at ground level of 35 ft. be 20 ft. so that it would allow for 40 ft. separations between buildings in relation to future growth in the area. The design of the building would be curve-linear which would provide an openness and airiness to create a kind of massing and view from the adjacent properties. She clarified that this property was located on Lots 3 and 4, and not 2 and 3.

Sharon Miller concurred that the above correction was just a technical matter.

Ms. Orshefsky went on to explain that they had met with the Central Beach Alliance and the Intracoastal Homeowners Association.

Ms. Curtis stated that she had spoken with the President of the Sunrise Intracoastal Homeowners Association and that they had not yet been contacted lately regarding this project. Ms. Orshefsky stated that she had spoken with Ms. Teal just last week and members from that organization were present at tonight's meeting.

Ms. Curtis brought up the fact that the sign placed on this property was not fully visible and did not provide sufficient notice.

Mr. Luis Revuleta, Architect, stated this would be a 15-story building and described the aspects of the building. Construction of the building would consist of concrete and the cladding would be predominantly glass, concrete and stucco. The building would be designed in a contemporary fashion and that buildings curve-linear in nature were less imposing to the neighborhood. The building would encompass 265,000 sq. ft.

Ms. Curtis asked Mr. Revuleta to further explain the corners that he mentioned. He further explained that this type of construction would be less imposing to the neighborhood and more pleasing to the eye.

Ms. Curtis questioned the aspect of surrounding neighbors seeing through the glass balconies. Mr. Revuleta explained that in his opinion "neighbors" comprised people anywhere from 5 feet to 5,000 feet. He believed they needed to minimize massing as much as possible by attempting to shape a building that would be less imposing to the area.

Mr. McTigue asked for a re-clarification of the modifications requested stating that they would permit them to build to the exterior lines on the plan shaded in blue and they would not be maximizing the building based on these modifications. Ms. Orshefsky confirmed these facts.

Chris Barton of Construction Services concurred with the applicant's presentation of the design of the building and the project was proposed as a Development of Significant Impact. He stated it was a 3/4-acre site on the water and would contain 43 condominium units. The building would be 150 ft., which was within the allowed height for the area. It would consist of 16 levels with parking and access provided from Bayshore Drive. He stated the applicant was requesting yard modifications for the side and rear yards. The project did meet the concepts of the Beach Redevelopment Guidelines and the mass was moderated by step-backs, balconies and variations of building planes. He further explained that the applicant had agreed to a series of additional conditions pertaining to the construction period for the building. A letter consisting of eleven proposed conditions was sent from the Central Beach Alliance to the developer listing techniques and measures which could be

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taken during the construction period to minimize the impact of the construction on the surrounding neighborhood. Staff also wished to introduce an additional condition pertaining to landscaping which the applicant has agreed to which read “The proposed landscape materials along the waterway be increased in number and size to vary the heights and massing of the trees in the area as approved by the Chief Landscape Plans Examiner.” Staff recommends that the Board consider the nine staff conditions plus the eleven proposed by the Central Beach Alliance and forward it to the City Commission.

Ms. Curtis stated that in other proposals conditions were imposed on the applicant to prevent noise mitigation in garages and asked how a condition could be phrased that would require certain surfaces in a garage to minimize noise.

Chris Barton stated that parking surfaces could be treated with a rough textured finish to provide tire squealing. Normally, this is not introduced for a closed garage. He stated that the only openings in the garage were at the two points of entrance. The architect explained various precautions that would be taken to lower noise and minimize light reflection, such as metal panels.

Ms. Wiebe stated that she had a concern, which stemmed from the community’s reaction to Beach Place regarding the parking garage. This garage was articulated very differently from the residential units above the garage. She felt there was a lot of community concern regarding glare and she went on to state that this garage looked like a parking garage and believed the community would prefer more integration in terms of architectural language connecting the garage to the residential units concealing the looks of a garage.

Chairman Cooper asked if the Planning and Zoning Board had the ability to ask for a redesign of the proposed project or vote on the existing plan presented. Cecelia Hollar stated that this was part of the Board’s consideration as part of the Development of Significant Impact review. Design issues can be discussed but should be related to the major concerns of the Board and have the architect explain how they would address those issues with their present design.

Mr. Revuleta stated that they could not hide the car any more than what they have proposed. He stated they would research and provide more integration for the design and construction of the proposed building and attempt to have neighborhood compatibility issues resolved.

Mr. McTigue stated that when you looked at the elevation without the landscaping, it was apparent there was a substantial difference in materials and the appearance, which did not seem very compatible with the upper structure. He did not know what could be done to remedy that. Ms. Wiebe felt that the architects were professional enough to solve these problems themselves. Mr. McTigue went on to state that if enough landscaping was added, the appearance of the buildings didn’t matter. He felt they attempted to deal with the most objectionable elements of a parking garage, such as the lights filtering through to the adjacent properties and across the Intracoastal, and the noise. Mr. McTigue believed they overstated that and missed some of the visual aspects of the proposed building, but these could be mitigated through the landscaping.

Ms. Orshefsky suggested that the panel treatments be refined to add greater glass and better articulation to the project and that the issues in question can be addressed to comply with requirements.

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Ms. Curtis brought up to Mr. Barton that she wanted the record to reflect clearly the contents of the December 15<sup>th</sup> letter. She stated it was not from the Central Beach Alliance but was from the applicant's attorney and attached to it was a letter dated October 11, 2000 from the Central Beach Alliance, which did not pertain at all to the concerned project. Mr. Barton stated that the December 15<sup>th</sup> letter was from Greenberg Traurig to himself indicating to the staff that the applicant was in compliance or agreed to be in compliance with the elements proposed in the Central Beach Alliance letter. Mr. Barton clarified that this letter comprised the requirements of the Central Beach Alliance for each and every developer proposing projects in the area.

Ms. Wiebe referred back to the parking issue. She stated she had reviewed the landscape plan and that the parking structure was at the overall height of 26 feet and felt the illustration presented was misleading. The landscaping would not significantly cover the elevations.

Steve Lefton, landscape architect, stated that palms specified for the area along the west were coconut palms and the usual date palms. He further explained that the picture presented did accurately depict what the plant list specified in terms of size at installation.

David McNulty, representative of the Sunrise Intracoastal Homeowner Association, stated that he was concerned with the light and noise issues stemming from the garage. He continued that this was a major concern of theirs along with light coming forth from the gymnasium on the first floor. Another matter he addressed was the setting sun reflecting on the building and bouncing back across to his residence, but the architect assured him that this would not be the case.

Ms. Curtis asked if the Association had any concerns pertaining to the swimming pool, which would be directly on the Intracoastal. Such concerns she explained would pertain to noise, lighting, and lack of landscaping. Mr. McNulty stated the concerns were addressed by the architect through the landscaping that was proposed for the site. Regarding the noise issues, he felt that was not a major concern due to the fact that it was not a very large area.

Daniel Mercadante, resident, stated that he would have preferred a 7 story building instead of a 15-story building, but believed that the Board had the residents' best interests at heart.

Alysan Childs, President of the Central Beach Alliance, stated that the developer did present the proposal to their membership in October and questions were addressed at that time on various issues such as parking, noise and glare of lights. She stated that one of their major concerns was the glare of lights emanating from the ceiling lights, but this matter was addressed through an explanation of cornice boards. Mr. Revuleta explained that Ms. Childs was referring to a drop-down beam, which meant the openings would not go all the way up to the bottom of the slabs.

Mr. Tobin moved to approve the request and seconded by Mr. Hawkins.

Chairman Cooper attempted to clarify Mr. Tobin's motion asking if it was per staff recommendations for the first 8 items plus the 9<sup>th</sup> item brought up, and Mr. Tobin reiterated that it encompassed everything that had been presented.

ROLL CALL ON MOTION: YES - McTigue, Hawkins, Ketcham, Tobin and Cooper. NO - Gabriel, Wiebe, and Curtis. Motion carries (5-3).

Chairman Cooper reminded everyone of the time and stated there were still two items left to discuss.

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After questioning people involved in the last two cases, the Board decided to proceed.

11. Walter Banks 136-R-00  
Request: Parking Reduction Approval/RMM-25 and  
Amendment to an Approved Site Plan  
Lago Mar Beach Club, P.B. 121, P.6  
Parcel "A"  
Acreage in Sec. 13-50-42  
Location: Lago Mar Hotel, 1700 S. Ocean Lane

Chairman Cooper stated that this was a quasi-judicial case.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Chairman Cooper asked the Board members for their disclosures on this item.

Mr. Ketcham, Mr. McTigue, Ms. Curtis, Tobin, and Ms. Wiebe had been to the site.

Jeff Falkanger stated the Lago Mar Hotel was an approximate 10-acre site consisting of 212 existing hotel rooms. The hotel desired to take some 2300 sq. ft. of existing space and build a new spa in an attempt to keep apprised of the market. There are presently 286 parking spaces and 12 additional spaces would be needed. A parking study was conducted and 99 spaces were unused even during the height of the season. Approximately 60% of the guests of the hotel come via shuttle or taxi and, therefore, parking spaces are always available. Tennis courts were available in the past and therefore tennis courts would be re-provided but only for daytime use.

Ms. Curtis asked how could the Board know in advance that 17 spaces would be enough to handle future demands in parking. Mr. Falkanger answered that you would not know for sure. Ms. Curtis asked how a determination could be reached as to what would be required down the road. Mr. Falkanger stated that through discussions with staff the 10% reduction could be given and there were no prohibitions against it. He went on to explain that any minor modification that would require even one more parking space, he could not do unless he reapproached the Board and asked for the additional parking space.

Lois Udvardy stated that the site plan had been reviewed by DRC on October 24<sup>th</sup> and all issues were addressed. She proceeded to state that the ULDR provisions were satisfied subject to various conditions, which would be adhered to.

Ms. Curtis questioned Ms. Hollar as to how a parking reduction could be addressed for the future. Ms. Hollar replied that they were asking the Board for a maximum parking reduction, which equated to approximately 10% for the purpose of extending some flexibility in the applicant's plans for the facility.

Tim Welsh, Engineering Division, replied that the occupancy of the parking lot as it relates to the demand for parking would easily be absorbed.

Mr. Tobin moved to grant the request and seconded by Mr. Gabriel.

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ROLL CALL ON MOTION: YES - McTigue, Hawkins, Ketcham, Gabriel, Tobin, Wiebe, Curtis and Cooper. Motion carries (8-0).

12. A.J. Yaari 147-R-00  
Request: Development of significant Impact/PRD  
(Take Out Ice Cream Shop)  
Las Olas By The Sea, P.B. 1, P. 16  
Block 3, Lot 9  
Location: 235 S. Fort Lauderdale Beach Blvd.

Chairman Cooper stated that this was another quasi-judicial item.

The Assistant City Attorney swore in those individuals planning to speak on this item.

Chairman Cooper asked the Board members for their disclosures on this item.

Mr. Ketcham, Mr. Hawkins, Mr. McTigue, Ms. Curtis, Mr. Gabriel, Mr. Tobin, Ms. Wiebe and Mr. Cooper had been to the site.

Dick Coker, representing the applicant, stated that this was a small 500 sq. ft. parcel in an existing retail facility next door to the Sloop John B being converted over to an Italian Ice take-out facility. Since this was a take-out facility it was a development of significant impact and that was why it was being presented to the Board.

Ms. Wiebe stated that she did not feel that plants would grow in the pots surrounding the building and she did not feel the applicant should commit to promises that he may not possibly be able to keep. Mr. Coker stated that the plants prescribed for those planters should grow. In keeping with the Code something had to be done and due to the area being mostly cement, the plants were needed to accent the area.

Ms. Wiebe asked if they were required to provide planting in this area. Mr. Coker stated that any development going through the process had to develop the best that they can provide given certain circumstances. These plants were the best option for this applicant.

Angela Csinsi, Development Services, concurred with Mr. Coker's presentation and that the site satisfied provisions of ULDR Section 47-12.4 and was subject to various conditions which the applicant had agreed to comply with.

Suggestions were made regarding the maintenance of the area involved.

Mr. Gabriel moved to approve the request and seconded by Mr. Tobin.

ROLL CALL ON MOTION: YES - Hawkins, Ketcham, Gabriel, Tobin, Wiebe, Curtis, McTigue, and Mr. Cooper. Motion carries (8-0).

Chairman Cooper stated that it was Scott Miller's last meeting and wished him the best in his future endeavors. Mr. Miller stated that he had enjoyed working with the Board.

19. "For the Good of the City"



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Mr. Tobin stated that the ULDR Section 47-19.92 referring to properties being screened from each other and 47-19.92B pertained to commercial property and he felt the language should not be any more restrictive than in 47-19.92A addressing the residential property. He asked staff to have the wording be consistent with each other or have “add an opaque fence” to lines 2 and 3 of 47-19.92B.

Scott Miller asked for a re-clarification of the section Mr. Tobin was referring to. He mentioned that Mr. Tobin was in the section for screening outdoor uses.

Cecelia Hollar explained that there were only certain uses in certain zoning districts, which allowed outdoor storage.

Scott Miller questioned Mr. Tobin regarding his statement and clarified it saying that a commercial property having outdoor storage next to a commercial property, that the language was more restrictive there than where you have any commercial operation next to non-residential. Mr. Tobin concurred and some discussion ensued regarding screening and further outdoor storage requirements.

Chairman Cooper stated that almost everything that goes on in the City goes through DRC and he felt it appropriate to have a Board member to monitor everything going through the DRC so the Board is aware of what is going on in the City.

Motion made by Mr. McTigue to adjourn and seconded by Ms. Curtis.

There being no further business, the meeting was adjourned at 10:45 p.m.

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CHAIRMAN

ATTEST:

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Margaret A. D'Alessio  
Recording Secretary

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**MINUTES**  
**BEACH REDEVELOPMENT ADVISORY BOARD MEETING**  
**MONDAY, DECEMBER 18, 2000 - 3:00 P.M.**  
**CITY HALL**  
**EIGHTH FLOOR CONFERENCE ROOM**  
**100 NORTH ANDREWS AVENUE**  
**FORT LAUDERDALE, FLORIDA**

**BOARD MEMBERS:**

	<b><u>Absent/ Present</u></b>	<b><u>Cumulative from 2/15/00</u></b>	
		<b>(P)</b>	<b>(A)</b>
Jay Adams	A	6	2
Pamela Adams	P	7	3
John Amodeo	P	9	1
Desorea Giles-Smith	P	2	1
Linda Gill	P	9	1
Joanne Johnsen	P	9	1
Ina Lee	P	9	1
George LeMieux	NA	5	4
Shirley Smith	P	9	1

**Staff**

Chuck Adams, Beach Redevelopment Board Liaison  
Dennis Girisgen, Engineering Project Manager  
Peter Sheridan, Engineering Design Manager

**Guests**

Doug Coolman, EDSA  
Andre Groenhoff, Keith & Schnars

**Nick Amodeo, Resident**

## **CALL TO ORDER**

The meeting was called to order by the Chairman John Amodeo at approximately 3:05 p.m. on December 18, 2000. Roll call was taken and a quorum was established by the presence of the following members: John Amodeo, Desorea Giles-Smith, Linda Gill, Joanne Johnson, Ina Lee, Shirley Smith, and Stephen Tilbrook.

Chairman John Amodeo asked for a motion to approve the minutes from the November 20, 2000 meeting.

Shirley Smith made a correction that she had been marked absent, but was present at the meeting and would like her attendance corrected in the minutes.

Chairman John Amodeo asked for a motion to approve the minutes from the November 20, 2000 meeting. **Motion was made by Joanne Johnson to approve the minutes and seconded by Linda Gill. The minutes were unanimously approved.**

## **Board Membership – Automatic Resignation**

Chairman John Amodeo asked about the matter of a member being automatically removed from the Board. Chuck Adams stated that essentially, the rule is that the member needs to make their request to the Chairman, and then the Chairman makes the recommendation to the Committee. Chuck Adams explained that George LeMieux had missed four meetings. He reminded the Board of the rule for absenteeism stating that three consecutive or four missed meetings during the calendar year are the basis of being cut from the Board. He said that while Chairman John Amodeo has the authority to recommend that the City Commission reinstate George LeMieux because extenuating circumstances existed, but would like the Board's recommendations. Steve Tilbrook stated that George LeMieux was an invaluable member of the Board.

**Motion made by Steve Tilbrook that the Beach Redevelopment Advisory Board recommend that the City Commission reinstate George LeMieux as a member of the Board and seconded by Linda Gill. Passed unanimously.**

Pamela Adams arrived at the meeting at approximately 3:10 p.m.

## **LAS OLAS LOT RFP SCHEDULE**

Chuck Adams asked if any members of the Board had a problem with his recommendation regarding cancellation of the April Board meeting, and scheduling potentially two meetings as the RFP Evaluation Committee. Steve Tilbrook stated that he needed to step aside due to a possible conflict of interest.

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Chuck Adams suggested that the Board in their capacity as an Evaluation Committee set a threshold of five or fewer responses as to what would constitute the necessity of having a meeting to short list proposals. If necessary, this meeting could be held on April 9, 2001.

Chairman Amodeo stated the April 16, 2001 meeting to discuss RFP proposals received will be very important and everyone should check their schedules and make sure they will be available. The Board decided that both meetings should be scheduled to start 9:30 a.m.

Shirley Smith stated that she felt more green space was needed within the RFP proposal. She believed this was important and would offer a more pleasant view especially in coming over the bridge.

**S.R. A-1-A Lease Renewal with FDOT**

Steve Tilbrook rejoined the meeting at this time.

Chairman John Amodeo stepped down from the meeting at this time due to a possible conflict of since he is a beneficiary of the sidewalk café program. He indicated that he would provide the Recording Secretary with the required form to be attached to the minutes.

Chuck Adams stated that the original lease was for five years with renewal options. He explained that typically on such a renewal it would be automatic, but in researching the records the staff handling this at that time never asked the City Commission for authority to renew. Therefore, it was on the agenda for the meeting of December 19, 2000 for renewal. He just wanted the Board to be aware of what the item was about. **Motion was made by Linda Gill to recommend renewal of the contract and was seconded by Desorea Giles-Smith.** Vice-Chairman Ina Lee asked for any discussion.

Steve Tilbrook stated that a code compliance official previously informed the Board that restaurants were not in compliance with the ordinance and that the restaurant owners had encroached further into the sidewalk area, therefore, he wondered if there had ever been a follow-up on that matter. He realized that this was a different issue, and did not want to imply the lease with FDOT not be renewed. He suggested that representatives from each give them an update at the Board's next meeting, and Chuck Adams said he would arrange that.

On conclusion of the discussion, Vice-Chairman Ina Lee stated that the Board had already made a motion and therefore they only had to call the question. **The Board unanimously approved the motion.**

Chairman John Amodeo rejoined the meeting.

**SOUTH BEACH RESTROOMS AND BEACH RENOURISHMENT FUNDING PLAN**

Chuck Adams stated that Peter Sheridan, Assistant City Engineer was present at the meeting to give an update on the problems with the South Beach restrooms and how this matter can be resolved. He also reminded the Board about the bus tour they had taken earlier in the year, and how a representative from Parks & Recreation had explained at that time the problem with the restrooms.

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Peter Sheridan presented the Board with photographs of the restrooms. He stated they were presently shut down. Due to their condition and age, there was structural failures such as falling concrete which has necessitated this action. He explained that the City is going to work with the Florida Department of Environmental Protection on the permitting issues and will propose eliminate these three restrooms and building one large facility instead, not exceeding the combined square footage of the existing facilities. He stated they would most likely erect this facility in the center portion of the south beach location, but this has not yet been determined. The goal was to have this facility built by October 1, 2001 and the cost would be approximately \$450,000. Funds available from the Parks Bond and the Building Recap Fund would be swapped with CRA TIF money to build the facility, and the \$450,000 would be reserved to fund the beach renourishment program that was outside of the CRA-TIF boundary.

Ina Lee asked if funding was available to supply portable units during the building process and Mr. Sheridan stated there were portable facilities installed already for the interim. Ms. Lee reminded the Board about a speaker who commented on facilities being provided throughout Europe and how they had worked in those areas. Joanne Johnson explained they were like "beehives" and when you were finished some system came over the area and completely sanitized it. Mr. Sheridan commented that it sounded like a mechanical device and therefore would have a short life expectancy on the beach due to constant use and the salt water.

Steve Tilbrook stated that this Board was very concerned about the style of the restroom facilities in the beach area, and asked Mr. Sheridan who was going to be responsible for the design. Mr. Sheridan replied due to the time frame they were looking at a combination of some in-house conceptual's, along with a design built company they were presently doing business with. Mr. Tilbrook felt that possibly the design concept could be presented to this Board for their approval and suggestions. He also remarked that there was a Parks Bond issue that was passed in November and large portions of money were available for regional parks and the area in question could be designated as a regional park, and did management consider applying for grant funds from Broward County for this upgrade. Mr. Sheridan replied they did ask for \$1 Million from Broward County, but at this time Broward County did not indicate they would comply with the request. Therefore, the other opportunity opened to them at this time was called "challenge grants." He explained there were a lot of competing interests and issues for such grants and each municipality has the opportunity of asking for three challenge grants and one central grant, but above and beyond the challenge grants, they did request \$1 Million for the beach because it serves all of Broward County, and are awaiting a response.

Ina Lee asked who made the determination as to who received the grants. Mr. Tilbrook stated that presently City management was making the recommendations, to the City Commissioner. Mr. Sheridan stated there was a list approved by the City Commission and sent to Broward County for regional parks funding and they are awaiting a response from Broward County.

Steve Tilbrook asked who was setting the City's priorities and if it was possible that this Board could be included in the process.

Linda Gill asked if they had looked into the feasibility of having a small area for drinks and have the concession stand operators be responsible for looking after the restrooms since a

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central location was being considered. Mr. Sheridan explained the difficulty was the amount of square footage that they were seeking, but instead were possibly thinking of creating a single office where the beach maintenance crew would be housed instead of a soft drink stand.

Steve Tilbrook agreed with Linda Gill's suggestion for a concession type arrangement as a means of providing surveillance for the facility.

**Motion was made Steve Tilbrook that the staff consider in the designing of the bathroom facilities to incorporate a minor concession component to provide surveillance and maintenance, but not to compete with the businesses on the beach providing water, suntan oil and the such. Seconded by Linda Gill. Passed unanimously.**

**Central Beach MASTER Streetscape Plan**

Chuck Adams introduced Doug Coolman and Andre Groenhoff who would speak on streetscape concepts. Mr. Adams felt that the history on this issue went back before Keith & Schnars when presentations made over a year ago relating to landscaping concepts at the major intersections originally conceptualized by EDSA in the Molley Hughes conceptual plan. The Board had wanted to pursue a streetscape plan for the entire central beach. It had been agreed to bring this back up after approval of the PD&E study which occurred in October 2000. Keith & Schnars has been authorized to negotiate with staff the second phase of the contract involving detailed engineering. Mr. Adams explained that at this point in time their commitment was to see what it would cost to extend the streetscape plan and to cover the entire central beach as a master plan. With the master plan, future TIF funds could be used to fund construction.

Andre Groenhoff, Keith & Schnars, recapped the status of the process. He wanted to make the Board aware of the fact that when the feasibility report was finished, they reviewed the status of the project and met with FDOT. They were informed by the FDOT that since the study was done they could marry it with the work that had been done, and if enough environmental issues are addressed between these two documents, rather than do another "study of a study" they could move forward to design.

Andre Groenhoff continued, stating that at the present time, they are developing a scope to be submitted to the City to go forward to design with a public involvement component. Mr. Groenhoff said that the transit and remote parking system would continue to be reviewed but currently the cost exceeds the available budget. Therefore, they are looking at a continuation of the PD&E process for the parking and transit elements.

Mr. Groenhoff stated that the first priority was to put together the scope for the design efforts, and the second priority was to go forward with the PD&E process to complete the transit feasibility study. He continued by showing a schematic of design including streetscape examples for the project.

Chuck Adams explained that Keith & Schnars had gone through a competitive consultant negotiation process and was selected as the overall prime consultant for the Central Beach PD&E study. The idea was that EDSA could work with them as a sub-consultant in order to work on the Keith & Schnars streets outside of the current scope of work, and this would

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all be packaged as the master streetscape plan. He stated that the alternative was that if there was a desire by the Commission to support this, they would go through their own competitive consultant negotiation process which would take 4 to 6 months.

Steve Tilbrook commented that he felt that Keith & Schnars and EDSA were the best and if this Board could persuade the City Commission to structure this contract so they could provide the service, they would be in good hands and six months would be cut off the process. He stated that he had always wanted City staff to look beyond the thoroughfare of streetscape projects and to encompass a master streetscape plan for the Central Beach area. He believed this was where the Board needed to focus their attention. He felt that if you needed direction on scope, you should focus on lighting, landscaping, sidewalks, median strips, and parking. He wanted to encourage this Board to make such recommendations so that these issues could be addressed as soon as possible.

Ina Lee agreed that it should be holistic in scope and she also wanted to reiterate that some kind of identifying entrance to the beach area be erected. She believed this would get lost in the shuffle if this is not done at the present time.

Pamela Adams asked for a clarification of the subject being discussed. She believed they were discussing whether or not this Board had a responsibility to take the initiative to have a master plan for the beach area, including all the issues discussed at the workshops.

Chuck Adams stated that he believed the emphasis of today's discussion was to hear the Board's input for a streetscape plan. The idea was to find out if there was anything about the proposed work that the Board may think is missing.

Steve Tilbrook asked for a point of clarification. He asked if the staff was trying to do a Central Beach master plan or a Central Beach streetscape master plan in which they looked at the parks and restrooms, or should they just be looking at the streets.

Chuck Adams stated that the more it goes beyond streets, the more costly it will be, and therefore he doesn't know how much support would be received. He introduced Doug Coolman of the EDSA and asked him to explain things more to the Board.

Doug Coolman, EDSA stated that he was attending this meeting to basically hear what the Board's goals and objectives were and stated that in order to write a scope several questions needed to be answered. He continued that he and Andre Groenhoff had discussed what the scope was, which went from South of Bahia Mar, north to Sunrise. He mentioned Ina Lee's suggestion about the entrance sign, but he questioned whether that sign should go between the area mentioned or be placed further south. One of the things that needed to be clarified today was what area were they dealing with and was it a streetscape master plan.

Chuck Adams answered that the idea was not for this additional work to be piggybacking into the \$15.3 Million budget for the transportation improvements. The idea was for the

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expanded work to be “additional” and work that would be funded with the tax increment money (TIF), which would become available in the next few years.

Chairman John Amodeo stated that, in his opinion, this was at an early stage and he didn’t feel that the Board was prepared to make any decisions on these issues until they received more facts.

Pamela Adams stated she felt they have the pieces and had two workshops and possibly they needed to review the pieces and awake their creative juices to make sure nothing has been left out.

Chairman John Amodeo asked if the City Commission was in favor of this. Chuck Adams stated again that what they were trying to do was to follow up on the ideas generated by the Board in the past, and to develop a scope sufficiently so it could be presented to the City Commission. They were not asking for any decisions from this Board today, they just needed some input. Doug Coolman clarified that what they were asking was, is this approach agreeable to the Board so they could proceed.

Steve Tilbrook believed that Doug Coolman was heading in the right direction and in order for the Board to make good hard recommendations there needed to be some alternatives for approaching the master plan, whether it was 17<sup>th</sup> Street to Sunrise, or Bahia Mar to Sunrise, involving streetscapes. He felt recommendations could not be made unless they knew what the budget would encompass and whether the budget for everything recommended was feasible. He asked if the next time Keith & Schnars and EDSA came back to the Board, could they supply the Board with alternatives for consideration along with their cost and feasibility.

Ina Lee commented that there were workshops held wherein community input was received which was very beneficial, so if they went for the whole vision with unlimited funds, which she understood was not the case, she believed it would begin with the 17<sup>th</sup> Street Bridge, and an entrance for the beach placed in that area, clean restrooms provided, a state of the art facility for children, and other items that were addressed in the 2020 Vision Workshop.

Chairman John Amodeo stated that he did not want to send Doug Coolman off on a “wild goose chase” with recommendations by this Board that were unrealistic or not within the realm of the proposed budget.

Doug Coolman stated they needed to return to the Board with a map showing the streets needing to be addressed. Chuck Adams stated the next meeting would be January 22, 2001.

Dennis Girisgen stated that there were issues to resolve with FDOT and that all components must be put together in order for it to be presented to the City Commission. He explained that they must move forward quickly on this and were hoping to go to the City Commission some time in January.

Chairman John Amodeo re-stated he felt that the Board needed more information to work with before making their recommendations.



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Chuck Adams stated that the understanding was they would go into specific detail in the design plans for the portions of the original scope, but for the sections outside of that scope they needed to get a master plan concept level as a planning guide for the future.

Linda Gill asked Andre Groenhoff about the traffic study and public involvement, and how could they approach the City Commission in January since certain issues were still outstanding. Andre Groenhoff replied that what would be included in the design contract was where they stood at the present time. It was very conceptual and in reaching final design they would require additional public involvement seeking input for the final details of this plan. Linda Gill stated that various hotel owners were interested in attending meetings regarding these plans.

Chuck Adams clarified with Dennis Girisgen that the actual agenda item on the Keith & Schnars contract would be for a February meeting, and that negotiations needed to be concluded by the end of January.

**OLD/NEW BUSINESS**

Shirley Smith stated she assisted in painting the wall with approximately 100 people. She commented that St. Bart's provided coffee and John Amodeo supplied lunch and it was a wonderful get-together.

Linda Gill asked what was the status on the lifeguard stations. Chuck Adams replied that he would inquire about the matter.

**Motion was made by Shirley Smith to adjourn the meeting and seconded by Joanne Johnson. Unanimously approved by the Board.**

Meeting was adjourned at approximately 4:35p.m.

Respectfully submitted,

Margaret Muhl

Attachment

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**MARINE ADVISORY BOARD**

CITY COMMISSION CONFERENCE ROOM  
FORT LAUDERDALE, FLORIDA  
7:10 – 8:25 P.M.  
FEBRUARY 1, 2001

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<u>Board Members Present</u>	<u>ATTENDANCE</u> <u>Cumulative from 5/1/00</u>	
Margery Anderson	P-7	A-1
Bob Brantmeyer	P-5	A-3
Bernard Gartner	P-6	A-2
Joseph Hessmann	P-8	A-0
Heather Keith, Chair	P-7	A-1
Lee Marteeny	P-8	A-0
Grigsby Peabody, Vice-Chair	P-8	A-0
Douglas Reynolds	P-7	A-1
Robert Sadowski	P-4	A-1
Christine Teel	P-7	A-1
Geraldine Udell	P-6	A-2
Hugh Wharton	P-7	A-1

**Board Members Absent**

Chris Fertig	P-4	A-4
Barry Flanigan	P-5	A-3

**Staff Present**

Jamie Hart, Supervisor of Marine Facilities  
Asaad Akar, Project Engineer  
Sergeant Tom Ogden, Marine Patrol  
Sergeant Judith Waldman, Police Department  
Susan Barras, Barras Jones Associates, Inc., Public Stenographer

**Also Present**

Joanne Becker, Waterfront Property Owners' Association  
Frank Herhold, Marine Industries Association of South Florida  
Lesley Lombardi, Show Management  
John Nigro, Show Management  
Dave Graziano, Show Management  
Andrew Dode, Show Management  
David K. Stout, Broward County DEP  
Bill Keith, Keith & Associates

**RFP NO. 512-8432, TWO YEAR CONTRACT FOR MINUTES SECRETARIAL  
RECORDING SERVICES**

Ms. Keith called the meeting to order at 7:10 P.M. and wished everyone a happy new year. Roll was called, and a quorum was present. She welcomed visitors to the meeting and described the Board's purpose.

**Approval of Minutes – January 4, 2001**

Ms. Keith noted a typographical error in the title on page 1 of the January 4, 2001 meeting minutes, which read 7:50 P.M. instead of 7:05 P.M.

**Motion** made by Mr. Gartner and seconded by Ms. Anderson that the minutes of the January 2, 2001 meeting be approved as amended. Motion passed unanimously.

**North Fork New River Dredging Project**

Mr. Hart introduced Mr. Asaad Akar, Project Engineer, to provide an update on the North Fork New River Dredging Project. Mr. Akar stated that the South Fork of the River, from State Road 84 to the Intracoastal Waterway had been dredged since 1994. Now, the City was undertaking the North Fork Dredging Project. He explained that this project was being coordinated with Broward County, which was dredging from both an environmental perspective and to meet navigational standards.

Mr. Akar advised that the City would be dredging from the confluence of the North Fork with the South Fork, and the New River up to the Argyle Canal to achieve a standard cross section of 40' wide and 6' below mean low water. In addition, dredging would be performed from Broward Boulevard to Sistrunk Boulevard to achieve a channel 20' in width and 4' below mean low water. Mr. Akar stated that the County would be dredging the area north of Sistrunk Boulevard and the Argyle Canal section.

Mr. Akar introduced *Mr. David K. Stout*, of the Broward County Department of Environmental Protection (DEP), who was present to answer any questions about the County's project. Mr. Akar reported that there had been a pre-application meeting with the State DEP yesterday, and the City had a FIND grant for the project of almost \$400,000. He believed that would be enough to fund the work, but the grant expired at the beginning of September. Mr. Akar advised that the permit process would take 4 to 6 months, and he noted that the County had been pursuing permits for its project since July.

Mr. Marteeny asked whether the County or the City would start work first and where it would begin. Mr. Akar replied the project commencements would depend upon when the State issued the permits, but the City would be seeking bids simultaneously with the permitting process. He explained that would allow the contractor to begin work as soon as the permits were granted, and he was hopeful the City's project would commence in June. Mr. Akar stated that where the work would start would be left up to the contractor barring any mandates from the State.

Ms. Teel asked where the dredged material would be disposed of, and Mr. Akar explained that the material would be temporarily stockpiled in open areas, such as convenient rights-of-way along the River, until it was hauled to a permanent site. He advised that the sites had not been established yet, but landfills were being considered for permanent disposal, which would facilitate the permitting process and possibly reduce costs.

Ms. Teel asked if the material would be tested as it was removed. Mr. Stout replied that the material was tested prior to removal. He explained that quite a bit of testing was required during the permit process, and some heavy metals had been found. Mr. Stout did not expect major problems, but additional tests would be conducted to determine if there was any risk. He added that the County had finished sampling its sites on Monday.

Mr. Wharton asked if any toxic materials had been found from the old incinerator on 31<sup>st</sup> Avenue. Mr. Stout did not know. Based on the tests done so far, he did not expect major problems, but some elevated metals levels had been found just north of Sistrunk Boulevard at the bridge.

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Mr. Gartner asked how deep samples were taken. Mr. Stout replied that samples were taken from the first 4” to 6” of the surface sediment. Mr. Gartner understood no one really knew what would be dredged out from below that depth. Mr. Stout explained that once one got past the organic layer, one reached sand. He advised that water quality would be tested during the dredging process.

Mr. Gartner advised that there was a large rock in the water between 5<sup>th</sup> Street and 4<sup>th</sup> Court. He asked if it would be removed. Mr. Hart replied that if it were in the channel, it would be removed. Mr. Stout understood there was a car that would have to be removed as well. Mr. Brantmeyer understood the environmental component of the County’s project was to improve water flow and remove some of the sediment. Mr. Stout agreed that was correct.

Ms. Keith wondered what would happen if the permit was not issue in time to complete the work in September. Mr. Akar replied that once the permitting process was well underway, the City would be in a good position to apply for an extension of the FIND grant.

**Fort Lauderdale Spring Boat Show – George English Park**

Mr. Hart understood the Spring Boat Show was being scaled back to make it more of a community boating show, and the organizers were in the early stages of obtaining permission to hold it at George English Park. He introduced *Mr. Dave Graziano*, of Show Management, to provide the details.

Mr. Graziano stated that the Spring Boat Show was scheduled for May 18 to 20, 2001. He explained that the Show was usually held in April, but George English Park was still under construction. He stated that a small boat format was proposed with boats measuring 28’ or less. Mr. Graziano displayed a map of George English Park and pointed out the area where the boats would be displayed. He noted that temporary floating docks with a cocktail barge in the middle were proposed, and fishing clinics would be provided for students.

Mr. Graziano advised that Show Management was working with Bayview Elementary and Cardinal Gibbons School this year, and the students all went home with rods, reels and tackle boxes. He reported that a high school “plywood regatta” was also planned in which students built boats in one day and then raised them the next day. Mr. Graziano stated that the basin would be closed off so no boat traffic would enter, and the Show would not affect traffic on the Middle River, particularly since there would be no sea trials.

Mr. Graziano stated that the plan was to bus participants from parking areas at the War Memorial Auditorium, and he would be working with the Galleria Mall as well. He said that police officers would be stationed on Sunrise Boulevard to ensure pedestrian safety and traffic control.

Ms. Teel asked if there would be any facilities for people arriving by boat because she was sure some would try. Mr. Graziano explained that he did not want to impact boat traffic on the Middle River, although there had been some discussion about placing a dock at Borders. Ms. Teel asked if dealers would allow potential customers to launch boats and test drive. Mr. Graziano reiterated that no sea trials would be allowed.

Mr. Brantmeyer asked if the City was being paid a fee for use of the Park for the weekend. Mr. Hart replied that it had not been discussed yet, but staff would be working with the organizers. He did not expect any major impacts from the Boat Show, and the City would certainly be reimbursed for any costs incurred. Mr. Brantmeyer said he would hate to see the new park trampled in the first weekend after it was reopened. Mr. Hart noted that insurance would be required, and the organizers would have to take care of any damage caused by the event. He added that was true of all events in City parks.

Ms. Anderson asked if the Show would feature only powerboats. Mr. Graziano replied that was the plan, although there had been discussion about a canoe program. Ms. Keith thought featuring sea kayaks would be a good idea. Mr. Graziano was hopeful that vendors of sea kayaks would want to participate.

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Mr. Hessmann asked why the organizers had selected George English Park. Mr. Graziano explained that the Show was just not working at Bahia Mar. He stated that sites from Hollywood to Pompano Beach had been explored, and people would be bussed from remote parking areas on small busses.

Mr. Marteeny asked if other schools could participate in the program if they were interested. Mr. Graziano replied they certainly could. Mr. Marteeny stated that when the tide changed, there could be a strong current under the bridge, so he thought floating docks near Borders would be risky. Mr. Graziano did not see Show Management doing any kind of “come by boat” program.

Mr. Peabody wondered how the Marine Patrol felt about holding the Show at George English Park. Sergeant Ogden said he was content with the idea as long as the lagoon was closed off to boat traffic. Ms. Teel suggested advertising indicating that there would be no access by boat. Mr. Graziano said he also planned to hire off-duty Marine Patrol officers to help monitor those who still tried to come by boat anyway.

Mr. Gartner felt this would be a better venue for the Spring Boat Show than Bahia Mar. Mr. Hessmann agreed, but he felt the City should monitor the event closely. Mr. Graziano stated that Mr. Hart kept a close watch on the process. Mr. Hart noted that this would also have to be approved by the Parks, Recreation & Beaches Advisory Board, and issues such as clean up and damage would be addressed in the standard event agreements the City executed with event organizers. He added that Show Management had always done a good job in the past. Mr. Graziano said that a security deposit would also be provided to address any damages.

Mr. Marteeny asked if stakes would be driven into the new parking lot macadam for tent poles. Mr. Hart understood there were only two tent locations but, in any case, the pavement would have to be restored to its original condition. He noted that this was an issue that was common to all events and was addressed by the event agreement.

Ms. Teel thought this was a good idea, but the Coral Ridge and Sunrise Intracoastal neighborhoods would have just lived through the Air & Sea Show. She hoped Show Management would be mindful of that fact. *Ms. Lesley Lombardi*, of Show Management, advised that she was working with the affected neighborhoods, as well as Bayview Elementary School.

*Mr. Frank Herhold*, Marine Industries Association of South Florida, stated that when the Association’s Boat Show Committee had first heard about this change of venue, its members had been pleased. He agreed that Bahia Mar just did not work for this smaller Boat Show, and George English Park was a good venue. Mr. Herhold also stated that Show Management was widely recognized as the best boat show organizers.

Mr. Herhold stated that the “Boater 101” program would be included in the Show, and it was really good to see the students participating in this wonderful event. He said it got kids excited about boating as a recreational activity and as a career. Ms. Keith asked if manatee education would be included. Mr. Herhold replied that it would play a great role in the Show. In fact, he had just ordered 4,000 more key chains for distribution at the Show by “Manny the Manatee.”

Ms. Teel stated that traffic in the neighborhood of the Park was extremely congested at about 2:00 P.M. on weekdays when school was over. She was concerned about the Friday afternoon schedule. Mr. Graziano advised he was aware of that situation, and he was working with the Police Department to address this and other concerns. He added that Friday would also probably be the slowest day for the Show over the weekend period.

Ms. Keith noted that the issue of what the City would get out of the Show had been raised. She believed the City benefited from hosting the Spring Boat Show, and she felt the venue at George English Park was a great idea. She asked if the matter would be brought back to the Board once the details were finalized. Mr. Hart

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believed the only thing that could change would be the dates of the Show, and that would only be modified if the Park construction project was completed earlier than anticipated.

**Motion** made by Mr. Gartner and seconded by Mr. Peabody to recommend approval of the concept as presented. Motion passed unanimously.

**Old Business**

- *Boat Hoists Ordinance*

Ms. Anderson inquired as to the status of the ordinance relating to boat hoists. Mr. Hart reported that a Request for Proposals (RFP) had been released on January 15, 2001, and bids were due soon. He advised that a Selection Committee would be formed to select a consultant, and then the study would begin. Mr. Hart agreed to keep the Board informed.

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- *Construction Site Drainage into Waterways*

Mr. Gartner referred to the subject of drainage from construction sites into waterways, which had been discussed last month. He had learned that the Broward County DEP had an emergency line for reporting spills at 519-1499, that was available 24 hours a day. Ms. Teel added that there was also information in this regard on the County's web site. She also noted that the Board had requested the subject be placed on an upcoming agenda. Mr. Hart agreed it would be placed on the March agenda as the Board had requested in January.

- *Anchoring During Winterfest Boat Parade*

Mr. Wharton inquired about the letter from Mr. John Aurelius concerning the view from his home being blocked due to a vessel anchoring during the Winterfest Boat Parade. Ms. Keith advised that she had forwarded the information to Board members in accordance with the Sunshine Law, but a subsequent letter had been sent requesting that the matter be removed from the Board's agenda.

Mr. Wharton said he had seen similar situations in past years. Ms. Keith understood there was nothing that could be done with respect to this particular incident. Sergeant Ogden advised the matter had been resolved. Mr. Wharton understood that once the Boat Parade started, vessels could not be moved. Ms. Keith noted that boats were actually encouraged to anchor along the parade route and, once the parade started, they were not permitted to follow along. Sergeant Ogden agreed vessels had to be anchored before the parade started.

Ms. Keith stated that she had known this item had been withdrawn from the agenda, but she had provided the letter for informational purposes. She explained that whenever something was sent to her as Chairman of the Board, she sent it along to the rest of the Board members.

- *Middle River*

Mr. Gartner inquired about the status of hearings regarding the Middle River. Ms. Keith reported that the City Commission had addressed the issue in early December and, as mentioned at the January meeting, had decided not to send the matter back to the Board. Instead, the Commission planned to move forward with public hearings. Ms. Keith had attended the Commission's meeting and asked that if the issue was referred back to the Board, the Commission provide clear direction. In the end, the Commission decided to hold public hearings, and Ms. Keith advised that the Board would be kept informed.

- *USS Hoga*

Ms. Keith noted that some information about the USS Hoga had been distributed to Board members although the proponents were not seeking approval of the Board at this time. Mr. Marteeny hoped that when approval was requested, a complete photo presentation would be provided. Mr. Hart advised that a formal application would be submitted as required.

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Mr. Brantmeyer wanted to ensure that the Board was kept in the “pipeline.” Ms. Keith was sure of that and was confident the matter would be presented when the time was right. Mr. Sadowski asked how large the vessel was, and Mr. Brantmeyer said he believed it was less than 100’ long.

**Reports**

- *Las Olas Marina Permit Modification*

Mr. Hart noted that a written report about the Las Olas Marina permit modification had been distributed to Board members.

- *Broward County Marine Advisory Committee (BCMAC)*

Ms. Teel reported that that BCMAC had heard presentations relating to EMLEG funds today. She listed the applicants and how much they were seeking and advised that Fort Lauderdale was seeking \$186,427. Ms. Teel thought there was a possibility that all of the applications would be funded, and the BCMAC would vote on the applications at its next meeting.

- *Waterway Crime and Boating Safety*

Sergeant Ogden distributed the Marine Patrol’s accident statistics for the year 2000. He pointed out that the number of accidents had decreased from 54 in 1999 to 45 in 2000. He believed this reduction was due to a more aggressive approach to writing tickets and an increased presence in high accident locations. Although he viewed 2000 as a good year, he advised that the Marine Patrol would continue to address the causes of accidents, although no one could predict weather conditions, congestion, etc.

Mr. Gartner asked if the statistics could be broken down by the days of the week. Sergeant Ogden replied that he had not broken it down that way, but the dates of the accidents were listed in the report.

Mr. Brantmeyer thought it was amazing that there had been only 45 accidents in a year in an area with so many boaters. He complimented the Marine Patrol on a good job. Ms. Teel was also pleased with the statistical information, but she pointed out that not all accidents were reported when damage was minor. Ms. Teel related an account of an accident she had witnessed. Sergeant Ogden explained that if there was no damage or injury, an incident was not considered an accident under Florida Statutes.

Ms. Keith inquired as to the number of citations issued in 2000. Sergeant Ogden believed about 710 tickets had been written, which was an increase of about 200 over 1999.



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Mr. Gartner understood that a couple Marine Patrol Officers had reacted heroically to a situation recently. They had been recognized, but he felt the Board should recognize them as well. Ms. Teel agreed one had gone overboard into the Ocean to rescue someone. Sergeant Ogden agreed Officer Vince McVeigh had rescued someone, and he had received the Life Saving Award. He stated that there were actually 5 Officers who had received recognition in one form or another over the past 5 years. Sergeant Ogden agreed to work with the Board to recognize these individuals for their outstanding efforts.

Sergeant Ogden reported that a burglary problem had developed on the New River over the past month or so. The burglaries had primarily taken place in marinas, but some residential docks had been affected from Davie Boulevard westward. Mr. Marteeny reported that there had been a rash of boats being stolen on trailers in the Citrus Isles lately.

Mr. Peabody asked if boats or equipment was being stolen on the New River. Sergeant Ogden replied that equipment was being stolen from vessels. Mr. Hessmann asked if the crimes were occurring during the day or at night, and Sergeant Ogden replied that they were being perpetrated at night.

**New Business**

- *Las Olas Municipal Parking Lot*

Ms. Keith reported that a Request for Proposals (RFP) had been released for the lease and development of the Las Olas Municipal Parking Lot property. She was a member of the Selection Committee, and the Central Beach Alliance would be hosting a meeting in this regard at 7:00 P.M. on February 15, 2001 at the Sheraton.

Mr. Hessmann believed a meeting had been held last night in this regard. He understood one concept involved a 32-story building on the southern portion of the property and an elevated 7-story parking garage with the Hall of Fame on top. He expected to hear more at the public meeting on February 15<sup>th</sup>. Ms. Keith noted that interested proposers were invited to attend that meeting to obtain community input, and she wanted to ensure that whatever was developed would be compatible with the Marina. Mr. Herhold added that concerns had also been expressed at the meeting last night about compatibility with the yachting community.

- *Board Membership/Attendance*

Ms. Keith reported that Kelvin Haynes had been automatically removed from the Board due to three consecutive absences. At his request, Ms. Keith had contacted Commissioner Moore, who had appointed Mr. Haynes originally, and asked that he consider reinstating him as he had been a contributing member.

Ms. Keith advised that Mayor Naugle had given the "State of the City" address on Monday at a reception also held for the purpose of expressing appreciation to City advisory board members for their service. As Chair of the Board, Ms. Keith wished to take this opportunity to thank members for all the time they devoted to the City. She said that she enjoyed working with all the members, whether they agreed or disagreed.

There being no further business before the Board, the meeting was adjourned at 8:25 P.M.

# **January 2001**

# **EDUCATION ADVISORY BOARD**

## **Meeting Minutes**

**Review Draft**

**January 18, 2000 - 6:30 P.M.**

100 North Andrews Avenue  
7th Floor Conference Room  
Fort Lauderdale, Florida

<b>Education Advisory Board Members</b>		<b>Current (11/19/00) Meeting Attendance</b>	<b>Cumulative Attendance</b>		<b>Y-T-D # Meetings</b>
			<b><u>Present</u></b>	<b><u>Absent</u></b>	
<b><u>Members</u></b>					
1	<b>Dennis Byk</b>	<b>P</b>	8	0	8
2	<b>Gil Borrero</b>	<b>P</b>	4	1	5
3	<b>Michelle Curry-Goosby</b>	<b>P</b>	4	1	5
4	<b>Lu Deaner</b>	<b>P</b>	7	1	8
5	<b>Barbara Erickson</b>	<b>P</b>	7	1	8
6	<b>Mary Fertig</b>	<b>P</b>	6	2	8
7	<b>Deborah B. Fredrick</b>	<b><u>NA</u></b>	0	0	0
8	<b>Cathy McNair</b>	<b>P</b>	7	1	8
9	<b>Jeff Moos</b>	<b>NA</b>	0	0	0
10	<b>Deborah Nast</b>	<b>P</b>	5	3	8
11	<b>Jean Owen</b>	<b>A</b>	7	1	8
12	<b>Ellen Salerno</b>	<b>P</b>	6	2	8
13	<b>Betty Shelley</b>	<b>P</b>	4	2	6
14	<b>Bruce Tyrell</b>	<b>A</b>	2	3	5
15	<b>John Wilkes, Chairman</b>	<b>P</b>	8	0	8
<b><u>Staff Liaison</u></b>					
	<b>Leslie G. Carhart</b>	<b>P</b>	8	0	8
<b><u>Guests</u></b>					
	<b>Mayor James Naugle</b>	<b>P</b>			
	<b>Dr. Elizabeth Hays</b>	<b>P</b>			
	<b>Stacey Dahlstrom</b>				
	<b>Ofc of Com. &amp; Comprehensive Planning</b>	<b>P</b>			
	<b>Donna Linette, Fort Lauderdale High School Advisory Chair</b>	<b>P</b>			

**Next Meeting: February 15, 2001**

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**A. Opening**

**1. Call to Order/Attendance** - The Education Advisory Board meeting was called to order by Chairman John Wilkes at 6:39 P.M. Member attendance is listed above.

**2. Opening Remarks/Announcements** - A 2001 Meeting Calendar was given to board members listing the scheduled meeting dates for the year. Unless notified otherwise, these dates will stand. Meeting time remains at 6:30 P.M. Mr. Borrero suggested that instead of canceling the December meeting, the board meet socially. Mr. Wilkes will be unable to attend the February meeting. Mr. Wilkes asked for nominations for a person to act as vice chair, not only for this meeting but for the year. Mr. Byk made a ***motion to nominate Mr. Borrero for this position.*** Ms. McNair seconded the motion. A vote was taken and ***passed unanimously.***

**3. Approval of November 19, 2000 Minutes** - It was noted that two names, Mr. Borrero and Ms. Shelley, are misspelled on the minutes. Ms. Deaner asked that her first name be listed as Lu instead of Lou. Mr. Byk made a ***motion to accept the minutes of the November 19, 2000 meeting with the corrected spellings.*** Mr. Borrero seconded the motion. A vote was taken, the ***motion passed unanimously.***

**4. Introduction of New Members** - It was noted that both board vacancies had been filled though, neither of the new member was now present. They will be introduced and welcomed at the February meeting, which will be considered their first meeting.

**B. Old/Ongoing Business**

**1. City-BCPS Coordination in Planning for Future School Needs - Stacey Dahlstrom**

Mr. Wilkes' letter regarding preservation of school board property was sent to the City Commission on November 22, 2000 (copies distributed). Commissioner Katz requested that this matter be put on a future agenda for commission discussion. In order to ready a suitable presentation, Ms. Carhart has been contacting the proper individuals and collecting data. Individuals from both the school board and city staff will be attending upcoming meetings to discuss various related matters. Tonight Ms. Dahlstrom from the Office of Community and Comprehensive Planning was invited to speak on the status of the allocation of residential units in the Downtown Regional Activity Center.

Ms. Dahlstrom used a map to show the boundaries of the CRA and the two RACs (northwest and south). Her review and analysis were demonstrated in handouts that reflected the official dwelling unit counts as of January 18, 2001. In both RACs dwelling units are not regulated with specific density designations, but there is a density/units pool that can be distributed based on the applicable zoning. The City has the authority to create zoning districts to allow the density that achieves the goals or visions for that area.

The City of Fort Lauderdale's Comprehensive Plan and the Broward County Land Use Plan allow 5,100 residential units in the Downtown RAC. Currently there are 1,516 existing units, 1,786 units allocated to site plans and 1,409 units in various states of site plan review. Approximately 400 units would remain to be allocated if all of the proposed units are approved. Additionally, there are two proposals, which consist of 730 units, which have not been submitted for Site Plan approval at this time.

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A study is needed to ascertain the impact these dwellings will have on our schools and on transportation. A professional consultant will be selected to review all of the major components of this problem. In February this consultant will form a committee consisting of key staff personnel and members of the various advisory boards to assist him/her in gathering the necessary data. Ms. Dahlstrom asked our board to participate by electing a member to serve on the committee. Commissioner Rodstrom proposes to limit the number of units in the area until such time as we can prove the additional units can be accommodated by the school system.

Mr. Wilkes would like the committee to answer the question: What is the maximum build-out for this city under the current zoning? Also the board would like to know who monitors the total number of residential units for the City. Ms. Fertig noted that the School Board plans five years ahead on capital dollars and those funds are being earmarked at this time. She worries that if the City does not allocate some land and funds now, there will be nothing left for in the future for our area. She also wants the committee to study whether or not the City has a school impact fee program in place to collect monies from the developers, and if not, how to go about implementing one. It was noted that some of the impact fees had been waived in the past to encourage downtown redevelopment. Ms. Fertig noted that our board could be of assistance to Kim Jackson and the CRA Advisory Board as to the availability of schools in the areas they are currently redeveloping. She reiterated that our board is not against development, however, it must be done with a reasonable expectation of the incoming students' needs.

She asked that the committee seek national statistics on how other cities addressed this issue. Another request of the committee is that they look into legislative initiatives regarding school size, spatial requirements and standards of provisions for joint uses. Mr. Wilkes noted that an RFP is going out very soon for the Southside School property and that time is short. He thanked Ms. Dahlstrom for her presentation. Ms. Fertig, Ms. Curry-Goosby and Mr. Wilkes volunteered to be on the committee.

Mayor Naugle joined the board at this time. He acknowledged that he had received Mr. Wilkes' letter and suggested because the school properties are already being surplussed, that this board ask the School Board to earmark the money received for the two sites for future school needs, whether it is used for new sites or expansion on existing sites. He noted that the City couldn't deprive a landowner, assuming the zoning is correct, from building units if he so chooses regardless of the school situation. He added if the demand for schools becomes apparent, then the government has to create adequate schooling.

Ms. Fertig made a ***motion that this board encourage the City to ask the School Board to hold off surplussing the Southside School pending the comprehensive assessment that is currently planned. Mr. Byk seconded the motion. A vote was taken and the motion passed unanimously.***

Mr. Byk made a ***motion that the City recommend to the School Board to not surplus the Sailboat Bend school property. However, if that is not possible and a private concern is allowed to buy the property, we ask that the private buyer be required to reserve a portion of the property for a future school site. Should the City buy the land, we recommend to the City Commission that the park area be maintained and also set aside land for future school***

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use. The City can sell the land that is left over to a private buyer. Ms. Nast seconded the motion. A vote was taken and the **motion passed unanimously.**

**2. CCC-BCPS Settlement Presentation**

Mr. Borrero presented a format that he intends to follow in preparing the presentation for the City Commission. He outlined the lengthy presentation made by Mary Fertig and her husband and broke it down into smaller sections. He covers the history, how the settlement came about, the disparity, the results, and the need to be vigilant in the future. He plans to utilize slides to bullet each point. He asked the board members to call or e-mail him if they have any final suggestions so he can make up the presentation by January 23rd. Mr. Wilkes will address the City Commission at their next meeting and ask to have the presentation put on their March agenda. Mr. Borrero volunteered to attend each School Board meeting to keep current on school activities. Ms. Fertig suggested that we request that a full agenda with backup material be provided to our advisory board for each month's meeting.

**3. Healthy Communities-Healthy Youth - Update**

A summary report of the October training is being prepared now for attachment to the commission "Friday Memo" that will be transmitted in upcoming weeks. On a related matter, Ms. Fertig advised that the BCPS Diversity Committee is beginning to develop some surveys and she would like an opportunity to review their progress to determine if the surveys are being compiled in a way that serves our interests too. The surveys should be presented to our board for our input before they are finalized. Ms. Curry-Goosby expressed her interest in joining that Diversity Committee.

**4. Joint Meeting with the Economic Development Advisory Board** - Mr. Wilkes advised that he was meeting with Rocky Rodriguez, Chairman, this week.

**5. EAB Member School Assignment Reports** - None available this month.

**6. Other – Fort Lauderdale High Advanced Placement Magnet**

Ms. Donna Linette, Advisory Chair, from Fort Lauderdale High School asked to be put on tonight's agenda concerning the law magnet program that currently exists at the school. With the assistance of the School Board and the Advance Placement Institute it was agreed last year that Fort Lauderdale High School had the authorization to move ahead with a law magnet program and after a trial year it would become a distinct magnet program. With that comes funding, training for the teachers and the distinction of being the only AP school to offer law related courses. The program operated successfully for the first year, the planning year, with no students withdrawing. The second year brings \$60,000 in funding, transportation and teacher training. Fort Lauderdale High School was denied the opportunity to have a distinct magnet program for the second year, even though the first year was successful and all the criteria was met.

Ms. Fertig added that she has spoken personally to Dr. Till about this problem and at a meeting it was noted that the magnet board has decided to change their philosophy. This high school is now caught in the middle and it appears this is the only school to be left in limbo. Ms. Linette wrote a letter to Dr. Till explaining the problem and asking for help and his reply was vague and non-responsive. The School Board and the magnet office have decided that the school can remain operating this program as a tract within the law magnet.

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This means no funding. The school will continue to offer these programs but would like to be granted status as a distinct law magnet school. The Innovation Zone supports it. Judy Budnick supports it and has written on the school's behalf explaining that she was in the original meeting and remembers the agreement.

Mr. Borrero made a **motion that we, as an advisory board, request the City Commission to take the position to support Fort Lauderdale High School's request to be granted distinct magnet status. This includes funding, transportation and training as discussed last year. We advocate the promotion of this program and ask for no duplication of it for three to five years. Ms. Salerno seconded the motion. A vote was taken and the motion passed unanimously.**

**C. New Business**

1. **Board Priorities and Work Plan** - Chairman Wilkes feels we are prioritizing the programs and problems as they come up and there is no need to make a formal work plan at this time.

**D. Other Discussions**

1. **Announcements** - None
2. **Matters of Concern** - None.

**E. Closing**

1. **Next Meeting Date** - The next meeting will be on February 15, 2001
2. **Adjournment** - Chairman Wilkes adjourned the meeting at 9:30 P.M.

Respectfully Submitted,  
Jody Lebel, Court Reporter

Attachment

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**Education Advisory Board**

**2001 Meeting Calendar**

(Monthly on the Third Thursdays Unless Cancelled or Rescheduled)

#	Date	Day	Notes
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**Current/2000-2001 FY-Appointment Year**

8	<b><u>January 18, 2001</u></b>	Thursday	
9	<b>February 15, 2001</b>	Thursday	
10	<b>March 15, 2001</b>	Thursday	

**New/2001-2002 FY-Appointment Year**

1	<b>April 19, 2001</b>	Thursday	
2	<b>May 17, 2001</b>	Thursday	
3	<b>June 21, 2001</b>	Thursday	Summer Vacations
4	<b>July 19, 2001</b>	Thursday	Summer Vacations
5	<b>August 16, 2001</b>	Thursday	Summer Vacations - School Starts
6	<b>September 20, 2001</b>	Thursday	
7	<b>October 18, 2001</b>	Thursday	
8	<b>November 15, 2001</b>	Thursday	
9	<b>December 20, 2001</b>	Thursday	Holidays
10	<b>January 2002</b>	Thursday	
11	<b>February 2002</b>	Thursday	
12	<b>March 2002</b>	Thursday	

**November 2000**  
**EDUCATION ADVISORY BOARD**  
**Meeting Minutes**

Review Draft

**November 19, 2000 - 6:30 P.M.**

100 North Andrews Avenue  
7th Floor Conference Room  
Fort Lauderdale, Florida

Education Advisory Board Members		Current (11/19/00) Meeting Attendance	Cumulative Attendance		Y-T-D # Meetings
	<u>Members</u>		<u>Present</u>	<u>Absent</u>	
1	Dennis Byk	P	7	0	7
2	Gil Borrero	A	3	1	4
3	Michelle Curry-Goosby	P	3	1	4
4	Lu Deaner	A	6	1	7
5	Barbara Erickson	P	6	1	7
6	Mary Fertig	A	5	2	7
7	Cathy McNair	P	6	1	7
8	Deborah Nast	P	4	3	7
9	Jean Owen	P	7	0	7
10	Ellen Salerno	A	5	2	7
11	Betty Shelley	A	3	2	5
12	Bruce Tyrell	A	2	2	4
13	John Wilkes, Chairman	P	7	0	6
14	Vacant				
15	Vacant				
	<u>Staff</u>				
	Leslie G. Carhart	P	7	0	7
	<u>Guests</u>				
	Brett Neth, SAF Chair Bennett	P			
	Frank Zagari, Principal, Bennett	P			

Next Meeting: January 18, 2001 (December Canceled)

**A. Opening**

**1. Call to Order/Attendance**



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The Education Advisory Board meeting was called to order by Chairman John Wilkes at 6:44 P.M. Member attendance is listed above.

**2. Opening Remarks/Announcements**

An updated list of board members was distributed which included names, addresses, and E-mail addresses. Please make Ms. Carhart aware of any inaccuracies. Mr. Wilkes announced that our board still has two vacancies. He asked the members to be on the lookout for possible candidates. Board members must be a resident of the city.

**3. Approval of October 19, 2000 Minutes**

Ms. Nast noted that on page two she was listed as the recording secretary for her child's baseball team. It should read baseball league. Ms. McNair noted that on page 6 of 7 there is a sentence that reads, "Ms. McNair added that Dr. Till gave the lawsuit to the Diversity Committee, etc. It should read, "Ms. Owen added, etc. Mr. Byk made a motion to accept the minutes of the October 19th meeting with the above corrections. Ms. McNair seconded the motion. A vote was taken, the motion passed unanimously.

**4. Introduction of New Members - None.**

**B. Old/Ongoing Business**

**1. Healthy Communities**

Ms. Carhart passed out copies of some additional information she received regarding the Healthy Communities/Healthy Youth workshop (handouts). She noted that at the last meeting the board expressed an interest in going forward with the survey. Because the survey will involve both public and private schools there will necessarily be a certain approval and coordination process to be followed. This will take some time. Ms. Carhart contacted the Search Institute asking for direction on how to proceed. They responded by suggesting we contact another city, Georgetown, Texas, that was successful in implementing this project, and learn from their experience. She also noted that there is a community workshop available and she will get more information about these training programs. Ms. Carhart has requested a summary report from BCPS on the training session conducted in October. When she gets that she will do a memo to the Commission related to the board's interest in pursuing an HC-HY initiative, the survey, etc.

Mr. Wilkes added that the city will want to know the cost and the process involved in doing a pilot program with the county as we are asking them to take a financial role. He suggested the Spring would be an appropriate time to implement the program and asked Ms. Carhart to exercise due diligence in moving this forward.

**2. Joint Meeting with the EDAB**

Katherine Young of the Economic Development Advisory Board advised that she would put the idea of a joint meeting on the November 27th agenda and then get back to our board. They will not be meeting in December, so follow-up will be in 2001. Ms. Carhart put together a list of ideas for this brainstorming session along with a list of our goals and objectives (handouts). One of our main concerns is in what manner the city and the School Board plan to prepare for future school needs.

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Mr. Wilkes noted that at the last meeting our board spent a lot of time educating their board on how the school system actually works. The EDAB had proposed a resolution to the city requesting that the city make certain findings about the quality of our schools and possibly pursuing an independent school system for the city of Fort Lauderdale. Mr. Wilkes suggested that if we do pursue a joint meeting this year, we need to be cautious and very specific as to what will be discussed and how they can actually assist us.

Ms. Owen noted that her thirty schools are high "reduced lunch" schools. She is trying to promote the health component of having physically healthy children. These students are in need of a nurse or a clinic to attend to their needs. She would like to have a bus that would transport students to the clinic. She would like that issue discussed.

Ms. Curry-Goosby inquired why we only meet once a year with this board. Mr. Wilkes noted that each board's interests are different and it was difficult for individual boards to get their own issues accomplished in the course of a year never mind try and solve some other board's problems. Also each board consists of volunteers and the logistics of getting everyone together is difficult. Ms. Carhart suggested inviting every board in the city to one central meeting for the purpose of coordination, information sharing and networking. It would give each board the opportunity to make a presentation on their roles and their accomplishment and allow others to see where the boards might overlap.

Once we have a definite date for the meeting we will fine tune our list of discussion items.

### **3. CCC-BCPS Settlement Presentation**

Mr. Byk spoke with Gil Borreo, who was unable to attend tonight's meeting, and he advised that the presentation was not complete at this time. It will be available for the board's review at the January meeting.

### **4. Planing for Future School Needs**

At the last meeting there was a motion regarding the concerns related to the apparent lack of coordination and communication with the School Board related to the projection of future school needs, especially as we are experiencing a boom in development activity. Mr. Wilkes drafted a letter addressing our concerns. The letter addressed two specific actions for the School Board's consideration. One was with regard to School Board properties that are for sale, ie; the Southeast Andrews site and the old school administration site.

Also certain boundary changes are being considered which take the current enrollment into account but we feel it fails to consider the current residential redevelopment that is currently taking place in Fort Lauderdale. The board reviewed the letter and agreed it was ready to be sent out. Mr. Wilkes questioned the feasibility of us sending the letter to the School Board as our duty is to advise the city commission not the School Board. Ms. Carhart suggested the letter end with a request for some specific action or follow-up.

### **5. School Assignment Reports**

Ellen Salerno's report was distributed. It will be discussed at the next meeting.

### **6. Other Reports/Issues**

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a. School Boundaries: No one on the board had any feedback from their respective schools concerning this issue. Mr. Wilkes noted that although the manner in which the program was conducted could be objected to, our board does not need to pursue the matter further if no one has any particular concerns or problems.

b. Bennett Elementary/School Boundaries

Mr. Brett Neth spoke up and voiced his concern about the boundary changes that are anticipated to effect his school. He noted that the current enrollment is 505. He is afraid that if the trend continues downward, the school may be targeted for closure and re-boundary. He spoke about reassignment and had a report identifying how the students were being transferred. When he looked into it further and got copies of the reassignment forms, he found what he considered to be disturbing reasons why the children were being shifted to different schools. A sampling of the reasons why the students were requesting transfer included:

- 1) student has friends at the other school;
- 2) the realtor told me my house was in "XYZ's" district;
- 3) I want my child to be with children in the same socio-economic class;
- 4) I want Johnny to stay with the programs he's used to;
- 5) the school is on my way to my job;
- 6) I feel my child would do well in this (another) school's environment.

Mr. Neth is concerned that these are all really code words for prejudice or racism and he was very surprised that the School Board would have granted the reassignments. He noted there was an initiative last year to ask the School Board to reevaluate their policy on reassignment. It stopped at the district advisory level because they felt it was too politically hot an item to deal with, so it was dropped. Mr. Neth is concerned that the schools will eventually become segregated by this behavior. He is also dismayed that students were taken out of schools that were under enrolled and put in schools that were at capacity or over capacity. The number where the request will be denied is 95% of critically overcrowded, which is 175% of the FSE capacity.

Mr. Wilkes asked that more information be provided to this board. Mr. Neth agreed to compile hard data for further examination. Mr. Wilkes will review the material and place it as an agenda item for possible action.

b. Request that EAB/City Support or Solicite an Inner-City Catholic School - Heise's Letter

Nancy Heise sent the board a letter (distributed at the last meeting) asking for our support for an inner-city Catholic school. This item was put on tonight's agenda for board discussion. Mr. Byk made a motion that our board send Ms. Heise a letter stating that we are unable to support her cause at this time due to a lack of necessary information. This board also feels that it is not appropriate for us to solicit private school providers. Ms. Erickson seconded the motion. Ms. Carhart noted that she added not contacted Ms. Heise or specifically invited her to attend the meeting. She noted that the content of the letter indicates she, Ms. Heise, was not expecting any further action. Ms. Erickson made a motion that we table this discussion and give Ms. Heise an opportunity to be put on a future agenda. After some discussion, Mr. Byk suggested the board put closure on this matter by ratifying his motion and sending Ms. Heise a letter thanking her for her presentation and inviting her to come

back if she has a more specific request. Ms. Erickson withdrew her motion. A vote was taken and Mr. Byk's motion passed unanimously.

## **C. New Business**

### **1. Recognition Initiative**

Ms. Carhart received a brochure regarding the awards program for principals and assistant principals. Mr. Wilkes suggested it would be appropriate if the City Commission recognize Cheri Zahn, who won the award. Ms. Byk moved that suggestion into a motion. Ms. Erickson seconded the motion. A vote was taken and the motion passed unanimously.

### **2. Board Priorities/Work Plan**

Mr. Byk requested that we take some time on our January 2001 agenda to discuss what priorities we want to accomplish and chose one or two items to focus on in the coming year. Mr. Wilkes suggested that any ideas the board members come up with could be blast-faxed to the entire group before the meeting to allow some preparation time. He also noted that two major items we are already scheduled to work on in 2001 are the assessment program and the settlement presentation.

## **D. Other Discussions**

### **1. Announcements - Discussion**

Mr. Frank Zagari introduced himself as the new principal of Bennett Elementary School. He noted that the school is becoming a more user-friendly member of the community and welcomes any type of community activity that the school can accommodate. He noted that it was possible the school will be opening up the computer lab to the public a few nights a week. He also commented that he received the City's new schools guide yesterday and complimented it. He thought we did a wonderful job representing the schools. He also noted that Mr. Borrero is the PTO president at Bennett Elementary School.

Mr. Neth talked a little more about his concerns related to how and why parents seem to be transferring their children between different (public) schools. The board discussed generally the matters of how our City is changing – eg. Demographic changes, the impact of development, the general character of the neighborhoods, transportation issues, etc.

Mr. Wilkes welcomed both gentlemen to attend future meetings and to feel free to bring items before the board where they think the EAB/City might be in a position to assist the schools and positively impact the quality of education in our community.

### **2. Matters of Concern**

Ms. Carhart asked for clarification regarding the correct way to correspond with the City Commission. She noted that meeting minutes might not be sufficient to relay requests, particularly if the request requires action. Mr. Wilkes understood that staff would undertake any necessary correspondence. He asked if the staff person for our board would be Ms. Carhart and she affirmed. She asked that in future meetings the board be

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more specific about which items they feel would require a follow-up letter and which items can stand on the minutes alone.

**E. Closing**

**1. Next Meeting Date**

The December 21st meeting was canceled due to the holidays. The next meeting will be on January 18, 2001

**2. Adjournment**

Chairman Wilkes adjourned the meeting at 8:31 P.M.

Respectfully Submitted,

Jody Lebel  
Court Reporter